

VERY HIGH COST CASE (CRIME) PANEL

Information for Applicants

Introduction

This document contains all the information you will require to tender for a place on the Very High Cost Case (Crime) Panel. Membership of this panel will entitle you to carry out work on Very High Cost Cases (Crime) (“VHCCs”). This document contains information on how to tender, what successful applicants will be expected to deliver, the criteria we will assess applications against and the relative importance of those.

You will find a definitions section explaining the meaning of various terms set out in this document at pages [37 to 40].

Introduction to the Legal Services Commission

What is the Legal Services Commission (“LSC”)?

The LSC is responsible for the provision of legal aid in England and Wales. Our clients are often vulnerable and socially excluded people who may have a variety of problems in areas such as benefits and tax credits, debt or crime. Through the provision of information, advice and legal representation, we help around two million people each year to get access to justice.

The LSC was established under the Access to Justice Act 1999, replacing the Legal Aid Board in April 2000. We are a non-departmental public body sponsored by the Ministry of Justice. The Secretary of State for Justice is accountable to Parliament for our activities and performance. With a head office in London, the LSC currently employs some 1,650 staff in 15 offices across England and Wales.

The LSC also operates seven Public Defender Service offices. A board of independent Commissioners oversees its work.

The LSC must provide evidence to Parliament each year that it has successfully met its four statutory responsibilities, which are:

- Maintaining and developing the Community Legal Service and the Criminal Defence Service;
- Funding legal and advice services in England and Wales;
- Identifying where there are unmet legal and advice needs; and
- Developing suppliers and innovative services to meet the priority needs identified.

Legal services are delivered through two schemes: the Criminal Defence Service and the Community Legal Service.

The Community Legal Service (“CLS”)

The CLS consists of a network of legal and advice funders and providers across government and the private and voluntary sectors. The network includes solicitors and citizens advice bureaux, law centres and community organisations that have achieved the LSC’s own quality assured standard, the Quality Mark. Through the CLS, people can access relevant,

high quality information, advice and assistance to help with matters as wide-ranging as mental health, debt, asylum, housing, employment, community care and education.

The help on offer varies according to the nature of the problem. It may take the form of basic advice, information leaflets or signposting to other services, some of which are funded by local authorities and other government departments. It may also involve specialist legal advice, including taking cases to court when necessary, with legal aid funding available to those who are eligible.

The Criminal Defence Service (“CDS”)

The CDS exists to provide advice and representation to those under investigation or facing criminal charges. In ensuring that those accused of crimes have access to representation, the CDS is fundamental to both the fairness and efficiency of the Criminal Justice System. It can also act as a gateway into the Community Legal Service, where addressing the underlying causes of offending behaviour can reduce the risk of re-offending.

The LSC funds a network of duty solicitors to advise clients at police stations and represent at magistrates’ courts. Public defenders also act directly for clients in more than 4,000 criminal cases each year through our Public Defender Service.

Very High Cost Cases (Crime)

A VHCC is defined as any case where:

- (a) the trial is likely to last for 41 days or more¹; or
- (b) from 1 October 2007, the trial is likely to last between 25 and 40 days and meets certain criteria or has particular characteristics².

The Complex Crime Unit (“CCU”) (formerly known as the Criminal High Cost Cases Unit) of the LSC is responsible for managing all VHCCs.

The CCU currently operates out of four of the LSC regional offices: London, Liverpool, Leeds and Birmingham.

The CCU was established in 2001 in response to the rapidly growing expenditure being incurred in long and complex criminal cases.

¹ The Criminal Defence Service (Funding) Order 2001, Article 2, as amended in 2004: “a Very High Cost Case” is a case where if the case proceeds to trial, that trial would be likely to last for 41 days or longer ...”

² The criteria and characteristics for 25 to 40 day cases will be set out in the Contract.

The current contracting system for VHCCs

All CDS providers are under an obligation to notify the CCU of all cases falling within the VHCC definition³.

At the present time, any firm that holds a General Criminal Contract with the LSC can be awarded a VHCC contract should the case in question meet the VHCC criteria.

Under the current VHCC contracting system, any provider can enter into a contract with the LSC to conduct a VHCC, subject to the following conditions:

- a) the provider has been granted a Representation Order authorising legal aid funding for that client; and
- b) the provider is a party to a current General Criminal Contract; and
- c) if the case is a fraud VHCC, the provider holds Specialist Fraud Panel (“SFP”) membership; and
- d) if the case is a fraud VHCC, the supervising solicitor is a SFP accredited supervisor.

Following notification of a case that is likely to be a VHCC, the CCU will decide if the case satisfies the VHCC criteria. If the CCU decides that the case satisfies the criteria, it will issue a VHCC Individual Case Contract for signature by the provider.

The only restriction on this general principle is that only those firms that have achieved SFP membership are permitted to undertake fraud VHCCs⁴.

The contract will run for the life of the case or until such other time that the Representation Order is transferred.

The VHCC contracting system operates on the basis that work is agreed in advance between the current providers and the CCU using the following principles:

- only necessary work is done;
- it is done by the right level of fee earner;
- it is done in a timely manner; and
- unnecessary duplication of work between the defence team is eliminated.

Under the current system, only work that is agreed in advance with the CCU is remunerable.

VHCCs are managed through three monthly stage plans and paid on the basis of different hourly rates for team members (litigators and advocates) with different levels of experience. The rates that are paid depend upon which of four categories of seriousness and complexity the case falls into. Category one cases attract the highest rates and category four cases attract the lowest rates. Further information on the category criteria will be contained in the draft Contract.

Further information

For further information about the CCU it is recommended that you visit the LSC website at <http://www.legalservices.gov.uk/criminal/contracting/vhcc.asp>

³ General Criminal Contract Specification, Rule 7.12

⁴ A fraud case is defined as 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.

This tendering exercise

As stated above, at the present time, any firm that holds a General Criminal Contract with the LSC can be awarded a VHCC contract should the case in question meet the VHCC criteria, subject to the restriction that only those firms that have achieved SFP membership are permitted to undertake fraud VHCCs. There is currently no requirement for firms to be on a specific VHCC panel in order to carry out work on non-fraud VHCCs.

Lord Carter's report on the review of legal aid procurement made a number of recommendations directly concerning VHCCs.⁵

Recommendation 4.17 of the report (page 80) stated that a new specialist panel of providers should conduct all VHCCs. Lord Carter further stated in recommendation 4.18 that in order to ensure this happens, the LSC should establish a best value tendered panel of providers to undertake work on VHCCs.

In its response to the consultation on Lord Carter's report⁶, the Government set out its intention to implement Lord Carter's proposal to create a panel of VHCC providers, all of whom will – as part of the tendering exercise - be subject to the assessment of the quality of their legal advice, their case management systems, and their capacity and experience in conducting VHCCs. We are, therefore, carrying out a competitive tendering exercise, in which we will invite tenders for membership of the Very High Cost Case (Crime) Panel (the "Panel").

Successful applicants will be appointed to a panel of providers contracted to provide criminal defence work to clients on VHCCs and will be required to sign up to the Panel Members' Contract. Under the Contract, Panel Members will be entitled to conduct VHCCs in accordance with the terms and conditions set out therein.

Panel Members will list the Advocates they intend to instruct on VHCCs as key members of their Defence Team. In order to conduct work on VHCCs, these Advocates will be required to sign the Panel Advocates' Contract.

The Panel Members' Contract and the Panel Advocates' Contract will give Panel Members and Panel Advocates respectively the exclusive⁷ right to carry out work on VHCCs properly notified to the CCU (and accepted by the CCU as VHCCs).

If the CCU agrees that a notified case falls within the definition of a VHCC, the CCU will write to the Defence Team confirming that they may carry out that individual case according to the Contracts. The Contracts will state that such a letter will confirm that the case is a VHCC and that, therefore, the Contract terms apply to any work conducted on the case. There will be no need for Panel Members, or Panel Advocates instructed in the case, to sign a separate document for every new VHCC.

The Contracts will run for a term of 18 months, with an anticipated start date of 1 October 2007. The Contracts will give the LSC the option of extending this term by a maximum of a further 12 months, giving a potential extended term of Panel membership of 30 months (or 2.5 years).

Following this tendering exercise, and the appointment of the Panel, only Panel Members and Panel Advocates will be permitted to carry out VHCC Work on VHCCs where the

⁵ Lord Carter's Review of Legal Aid Procurement – "Legal Aid: A market-based approach to reform" (July 2006) (www.legalaidprocurementreview.gov.uk)

⁶ Legal Aid Reform: the Way Ahead (November 2006)

⁷ Any exceptions to this will be set out in the October 2007 revision of the LSC's General Criminal Contract.

Representation Order was granted on or after 1 October 2007, so if an applicant fails in the tendering exercise, that applicant will not be awarded any new contracts for VHCCs.

Existing VHCCs (i.e. VHCC contracts signed prior to the commencement date of the Panel and VHCCs where the Representation Order was granted before 1 October 2007) will continue under the current VHCC contracting system. All VHCCs where the Representation Order is granted on or after the commencement date of the Panel will operate under and be subject to the terms and conditions of the new Contracts. The SFP will continue to apply to VHCC contracts signed prior to commencement of the Panel.

Unsuccessful applicants will be allowed to continue with existing VHCC contracts under the current VHCC contracting system.

The SFP will not apply to any VHCC where the date of the Representation Order is on or after 1 October 2007. Under the new Panel Members' Contract, all VHCCs (fraud and non-fraud) will be carried out by Panel Members. The Contract will state that where Panel Members are conducting fraud VHCCs, they must ensure that only appropriately skilled and experienced people work on such cases (in line with Rule 12.03 of the Solicitors' Practice Rules)⁸.

From 1 October 2007, a case where the trial is likely to last between 25 and 40 days may be deemed to be a VHCC where it meets certain criteria or has particular characteristics. The criteria and characteristics for 25 to 40 day cases will be set out in the draft Contracts.

As stated in "the Way Ahead", by giving applicants for the Panel some probability of increased and/or a more consistent volume of VHCC Work, we are satisfied that we can achieve better value for money for this work. To do so will involve limiting membership of the Panel to applicants who can best meet our selection criteria, which includes being able to show a track record of experience of working on VHCCs.

Who we are looking to contract with

This is an open tendering exercise and any organisation interested in joining the Panel and providing VHCC Work may apply, provided they meet the selection criteria set out at the end of this document. Applicants do not need to have a current legal aid contract in order to apply, although Panel Members will be required to comply with certain sections of the LSC's General Criminal Contract, which will be set out in an annex to their Contract.

For the avoidance of doubt, Advocates should not apply as individuals but should include themselves as members of an applicant organisation's Defence Team. A group of solicitor-advocates or a group of barristers may decide to form an organisation and apply to join the Panel, in the same way as a firm of litigators may apply, provided they include an organisation in their Defence Team that is capable of obtaining a Representation Order and that the Defence Team meet the selection criteria. It may be that new entrants wish to join the market, e.g. by forming new organisations. This is acceptable provided they meet the selection criteria.

⁸ A solicitor must not act, or continue to act, where the client cannot be represented with competence or diligence.

1. This would apply where a solicitor has insufficient time, experience or skill to deal with the instructions.
2. Principle 12.03 will not prevent a solicitor from acting if he or she is able to do so competently by, for example, instructing counsel.
3. Normally, a solicitor should not agree to represent a client where adequate preparation of the case is not possible. However, in cases of urgency such as immigration cases, the solicitor may agree to continue to act to apply for an adjournment. If the adjournment is refused, the solicitor must consider whether he or she can properly continue to act for the client....

Applicants will be required to ensure that they meet all the requirements necessary to be able to conduct VHCC defence work under the Contract; for example, applicants must comply with the rules of their regulatory body and any applicable law.

We wish to enter into Panel Member Contracts with one provider only as the Panel Member, not joint providers or providers working in partnership with others (e.g. consortia).

Dependent upon the outcome of the selection process, we may appoint two Panels, Panel A and Panel B. Panel A will be the primary Panel and Panel B, the secondary Panel. Details of how we will assess which applicants go on which Panel (if any Panel) are set out in the sections on "Selection Criteria" and "Selection Process" found later in this document. Suffice to say that Panel B members will:

- work on VHCCs which exceed the capacity of Panel A;
- take on cases where there is no suitable Panel A member within a reasonable distance of the client; and
- use these cases to form part of their qualification criteria for the next panel.

As part of its application, each applicant will submit details of its key Defence Team members - i.e. Level A litigators, Level B litigators and Panel Advocates (that is to say everyone on the Defence Team apart from Level C fee earners and pupil barristers). These details will be included as an annex to the Panel Member's Contract.

Panel Members will be obliged to inform us whenever any Litigators listed in that annex change. If an Advocate leaves the Panel, for whatever reason, the Panel Member will not be permitted to replace that Advocate without our prior written consent. By way of explanation, for the purposes of changes to the Defence Team only, by "Advocate(s)", we mean self-employed barristers and self-employed solicitor-advocates.

The draft Panel Member Contract contains provisions on your duty to inform us of any changes to your Defence Team during the Contract term.

The draft Contract also contains restrictions on sub-contracting work on VHCCs to anyone who is neither an employee of the Panel Member, a Panel Advocate nor any other individual members of the Defence Team. In summary, work on VHCCs can only be carried out by employees of the Panel Member, Panel Advocates or any other individual members of the Defence Team. Other than these designated personnel, anyone else who is self-employed cannot conduct work on VHCCs without the CCU's express prior written permission.

Solicitors employed by the Panel Member and other Defence Team members such as solicitor-advocates must have a current Practising Certificate. Barrister Defence Team members must be registered with The Bar Council of England and Wales as practising barristers.

The LSC is keen to ensure that issues regarding Advocate availability are considered at the earliest possible stage. Therefore, all lists of Defence Team members must contain a sufficient number of Advocates to ensure availability is maximised. For the purposes of this tendering exercise, sufficient numbers of Advocates should be taken to mean at least the requirements for any individual VHCC. Therefore, your list should include at least two Advocates for every VHCC you are bidding for.

Individual Advocates may appear as members of a Defence Team for more than one applicant.

Solicitor advocates who are part of an applicant's Defence Team must apply as either a Litigator or an Advocate. This does not prevent them undertaking work as both, providing this does not upset the balance of the team.

Location

Tenders are invited from applicants able to provide criminal defence services to clients based in England and Wales. An applicant's Defence Team members may be based at more than one site but applicants will need to clearly demonstrate that the supervision, management and technical requirements of the Contract can be met.

The Panel will be a national panel (providing criminal defence services across England and Wales) and applicants will not be restricted to offering their defence services in any particular geographical location. However, under the Contracts, the CCU will apply the "distant travel rules" in circumstances where there is a more local Panel Member and/or Panel Advocate available. Details of these rules will be set out in the Contracts under 'Payment and Disbursements'.

In brief, the client is free to instruct any Panel Member, but the CCU will normally apply a cap on travel time – for any journey - of one hour (by whatever method of transportation) or, if travelling by car, a distance of 25 miles each way. For Panel Advocates, the client may instruct any Advocate from the Panel but the Advocate will be able to claim only those costs which would be payable to a Panel Advocate from the Bar which is local to the Court where the Advocate is first instructed.

If there is no Panel Advocate "local" to the client, the CCU will consider paying for additional travel costs if the client is situated further away than two hours (by whatever method of transportation) or, if travelling by car, more than 50 miles each way from a Panel Member or Panel Advocate able to undertake the case.

Peer Review

Lord Carter's report recommended that members of the Panel should have been peer reviewed (Chapter 4 section 73).

Applicants will be required to achieve a rating of "Threshold Competence" (PR3) as part of the essential criteria (see "Selection Criteria" at the end of this document). There will be no distinction in this tendering exercise between PR3 and higher ratings (PR2 and PR1).

Any applicant who has not been through the complete Peer Review process by the tender closing date will be permitted to make an application and will be considered as if they had been assessed as PR3 minimum until the result has been confirmed. If the applicant is awarded a Contract, it will be a conditional Contract dependent on the final Peer Review result being PR3 or higher. If, when the Peer Review result has been confirmed and (if necessary) all appeal procedures completed, the final Peer Review result will be applied. If you have been awarded a conditional Contract and your final Peer Review result is PR4 or PR5, that Contract may be withdrawn and any work started under the Contract transferred to a full Panel Member.

There will be a small number of applicants that have not generated sufficient work conducted as part of the General Criminal Contract ("General Crime Work"). In these cases, it will not be possible to conduct a Peer Review of their General Crime Work and therefore:

- The sample of cases that will be peer reviewed will be extended to include VHCC cases. In these cases, the Peer Review will include only the work done from first instruction to any Plea and Case Management Hearing. We consider this point provides the nearest

possible parallel to general Peer Review. This has been confirmed following discussions with current VHCC providers who are peer reviewers.

- The Peer Review of these applicants will be done only by peer reviewers who themselves have experience of managing VHCC cases.
- The LSC is not differentiating between PR1 to PR3 in the Peer Review for General Crime Work and therefore the same approach will be adopted for Peer Reviews of VHCC cases. In view of this, any applicants reviewed in this way will receive an indicative rating of "Threshold Competence or Better" (equivalent to a rating of PR3 or better) or "Below Competence" (equivalent to a rating of PR4 or PR5).
- Applicants not rated as "Threshold Competence or Better" will be treated in the same way as applicants receiving a PR4 or PR5 rating for their General Crime Work. That is to say, if awarded a conditional Contract, it will be a conditional Contract dependent on the final Peer Review result being PR3 or higher.

Applicants will be asked various questions about their Peer Review rating on the Application Form. It may be that some new organisations apply for Panel membership – e.g. if two or more firms have merged or if fee earners from various firms have joined together to form a new company with a new name.

If you have changed your name, split from a previous partnership, merged with, acquired or been sold to another partnership, or otherwise altered your organisation's name so that your previous Peer Review history has not followed you, you are obliged to tell us your previous name or association under this criterion and your most recent previous Peer Review rating since 1 April 2005.

Further details on the Peer Review process are available on the LSC website at http://www.legalservices.gov.uk/criminal/contracting/mq_peerreview.asp

TUPE

The Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") may apply to the successful applicants taking on work under the Contract if there is a transfer of an undertaking or a service provision change in accordance with Section 3 (1) of TUPE. If there is a transfer to which TUPE applies then the contracts of employment of all the employees who are assigned to the service will transfer to the successful applicant(s).

If TUPE applies to an applicant taking on work under this Contract then the successful applicant will need to consider whether it has positions available for all of the employees who transfer to it or whether it will be necessary to make redundancies from within its workforce. The applicants will need to take legal advice if appropriate as to whether any employees transfer and with regard to the redundancy rights of any such employees.

The LSC's view is that TUPE is unlikely to apply to this Contract or on termination of this Contract.

That said, if TUPE does apply at the commencement of this Contract, the LSC agrees to reimburse successful applicants for any redundancy payments they cannot avoid as a result of TUPE applying and employees consequently transferring.

What applicants are bidding for

Historical contract volumes and indicative hours

The CCU commenced contracting VHCCs in April 2000 under a pilot scheme. During this period, the CCU did not contract all cases that qualified as VHCCs. From April 2004, the CCU started contracting all cases with a trial estimate exceeding 25 days or defence costs exceeding £150,000⁹.

In August 2004, the CCU ceased contracting 25 to 40 day cases and only contracted cases where the trial estimate was 41 days or more (“41+ day cases”)¹⁰.

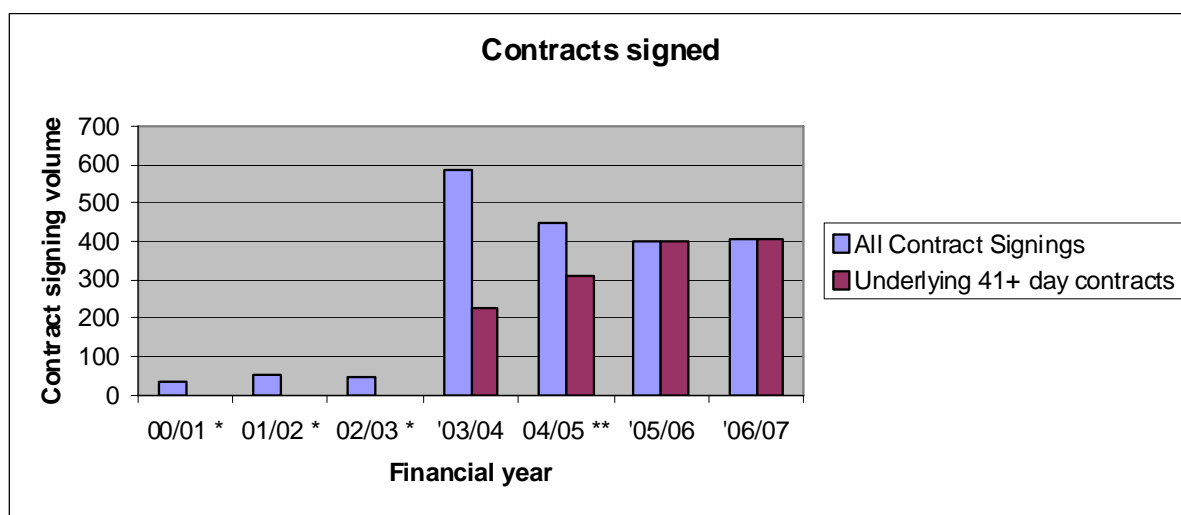


Figure 1 above - Numbers of contracts signed, by financial year, since the LSC started contracting VHCCs.

	00/01*	01/02*	02/03*	03/04	04/05**	05/06	06/07
All contracts signed	33	54	46	588	447	397	403
Underlying 41+ day contracts	N/A	N/A	N/A	226	313	397	403
* CCU not contracting all cases							
** Contracting of 25 to 40 day cases ended 31 July 2004							

In the years up to the financial year April 2002 to March 2003, only a small number of VHCC contracts were signed. As the CCU expanded, more cases were contracted. In the first third of the year April 2004 to March 2005, a further 240 contracts were signed; 106 of these were 41+ day cases. From August 2004, the CCU only contracted 41+ day cases. A further 207 contracts (all 41+ day cases) were signed. The CCU has signed increasing numbers of 41+ day contracts since 2003, rising to 397 in the financial year 05/06. In the financial year 06/07, 403 contracts were signed.

⁹ The contracting decision was based on the information available at the time the decision made. This information included the trial estimate as listed by the court and information from prosecution agencies and defence teams.

¹⁰ Ibid.

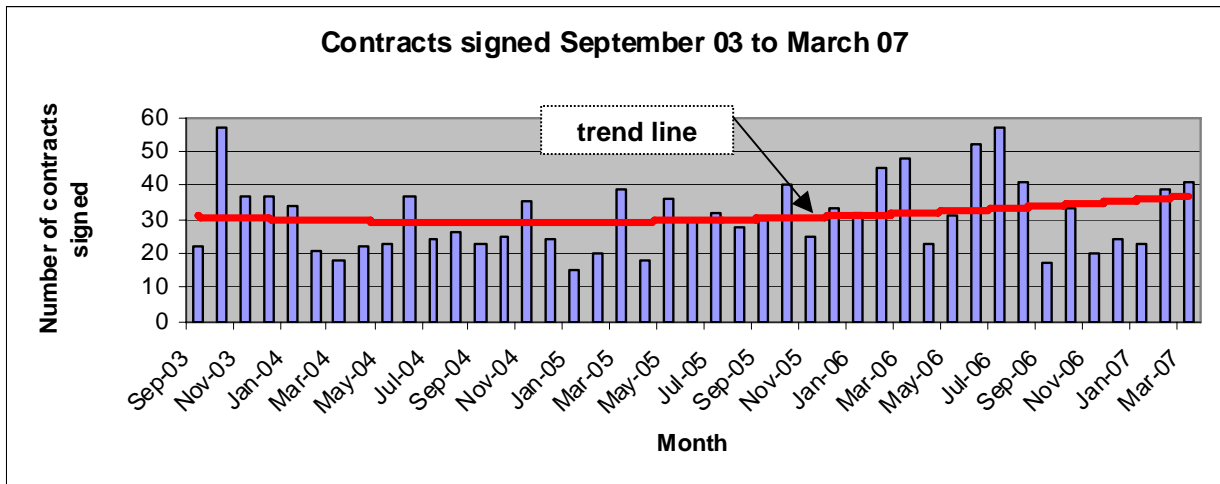


Figure 2 - Contracts signed, by month, since September 2003 (41+ day cases)

In the period September 2003 to March 2007, the CCU signed 1339 contracts. The highest number of contracts signed in any one month was 57 and the lowest, 15.

Indicative hours

As part of the application process, applicants are asked to provide indicative hours relating to their capacity bids for the Panel term. The following analysis is based on 294 (41+ day cases) completed VHCCs contracted by the CCU between August 2000 and March 2007.

Litigators

The average length of all VHCCs contracted by the CCU since the start of the pilot scheme up to the end of March 2007 was 554 working days or 2.1 years (this includes working days during the pre-contract stage and attendance at court¹¹ - see table 1 below). The average volume of all preparation work done by Litigators was 1,315 hours (this includes work done during the VHCC pre-contract stage; all VHCC pre-trial preparation; and VHCC preparation during trial stages).

	Pre-Contract	Pre-Trial	Trial and further proceedings	Total all
Average number of days*	82	283	189	554

Table 1 above - Average duration of VHCCs in days, broken down by stages Aug 2000 to Mar 2007 (*includes Jubilee Line Fraud case¹²)

Contract category	Pre-contract (average prep hours)	Pre-trial (average prep hours)	Trial (average prep hours)	Total
Category 1	296	3158	2547	6001
Category 2	91	1902	776	2769
Category 3	111	432	319	861
Category 4	97	304	154	555

Table 2 above – Litigators - Average number of preparation hours by contract category and stages

¹¹ This includes time spent by litigators at court during the trial stage and any further proceedings, for example, confiscation and/or sentencing hearings.

¹² *R v Rayment and others* (2000) - This was an exceptionally large VHCC, informally referred to as the Jubilee Line Fraud case, publicised in the national newspapers

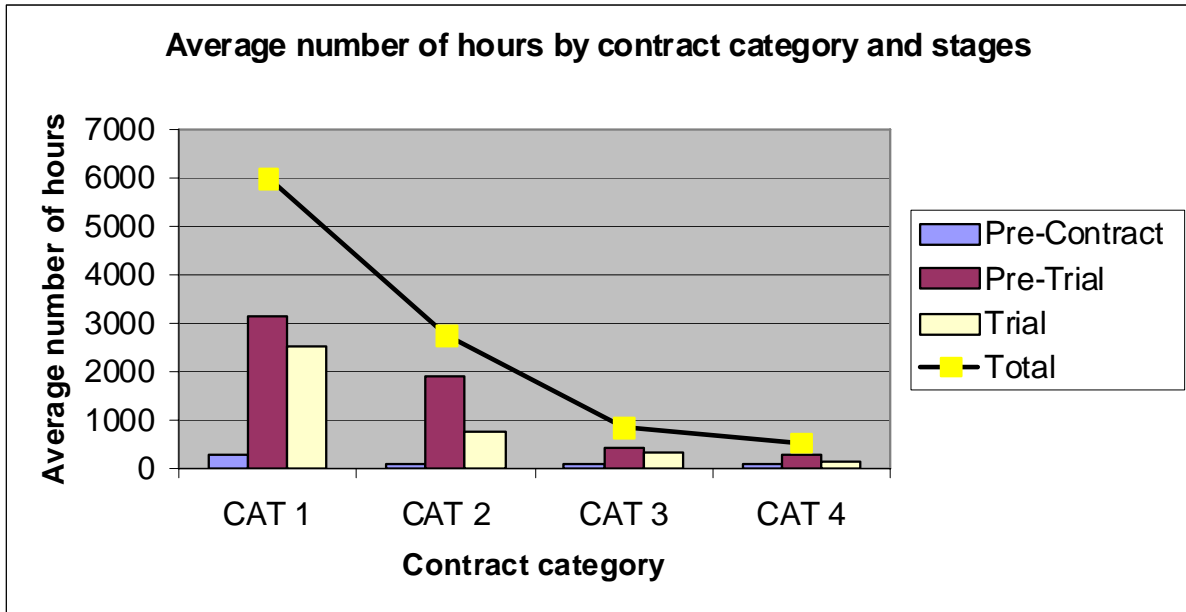


Figure 3 - Litigators - Average number of preparation hours by contract category and stages (Aug 2000 to Mar 2007).

Table 2 and figure 3 (above) show the average hours of preparation work done by Litigators at different contract categories, broken down by the main stages of a VHCC (i.e. pre-contract, pre-trial and trial).

The highest average number of hours of preparation work done by Litigators was on category 1 VHCCs at 6,001 hours. The lowest was on category 4 VHCCs at 555 hours. The split of this work between litigator levels is shown in table 3 below.

Contract category	Litigator (average prep hours)			Total Hours (average prep hours)
	Level A	Level B	Level C	
Category 1	1151	1509	3341	6001
Category 2	740	1065	964	2769
Category 3	306	371	185	862
Category 4	187	273	95	555

Table 3 - Litigators - Average number of preparation hours by contract category broken down by Litigator level (Aug 2000 to Mar 2007).

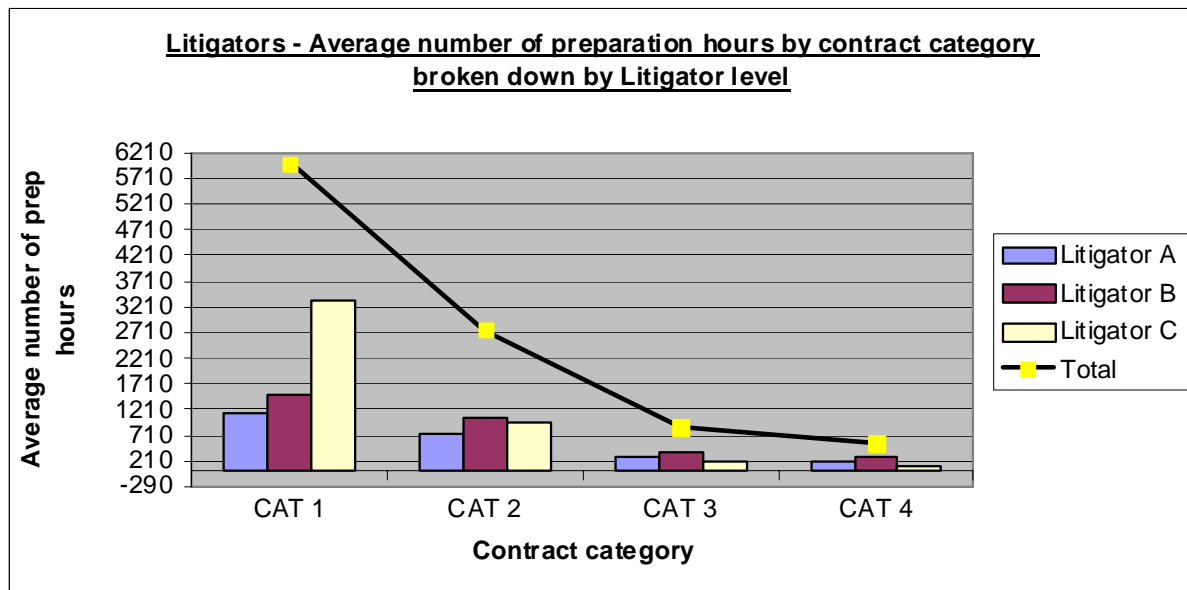


Figure 4 – Litigators - Average number of preparation hours by contract category broken down by Litigator level (Aug 2000 to Mar 2007).

Table 4 below shows the highest, average and lowest number of preparation hours done by Litigators on the four different categories of contracts.

Contract category	Highest hours	Average hours	Lowest hours
Category 1	23777	6001	1303
Category 2	17191	2769	287
Category 3	3230	862	203
Category 4	2580	555	126

Table 4 Litigators – highest, average and lowest number of preparation hours done by contract category (Aug 2000 to Mar 2007).

Advocates

Preparation

The average volume of preparation work done by Advocates was 1,005 hours (which includes preparation work done during the VHCC pre-contract stage, all VHCC pre-trial preparation and VHCC preparation during trial stages) and the average number of days claimed for advocacy work was 52 days. Table 1 indicated that the trial and post trial proceedings took on average 189 days. This should not be confused with advocacy alone as it includes post trial preparation (e.g. proceedings under the Proceeds of Crime Act 2002) and represents time elapsed.

Table 5 below and accompanying **figure 5**, show the average hours of preparation work done by Advocates at each contract category. This is broken down by the main stages of a VHCC (i.e. pre-contract, pre-trial and trial).

Contract category	Pre-contract (average prep hours)	Pre-trial (average prep hours)	Trial (average prep hours)	Total (average prep hours)
Category 1	159	1882	2150	4191*
Category 2	42	890	577	1509
Category 3	62	411	412	885
Category 4	53	352	250	655

Table 5 above - Advocates - Average number of preparation hours work done by contract category and stages (Aug 2000 to Mar 2007 (*includes Jubilee Line Fraud case¹³))

¹³ R v Rayment and others (2000) - This was an exceptionally large VHCC, informally referred to as the Jubilee Line Fraud case, publicised in the national newspapers

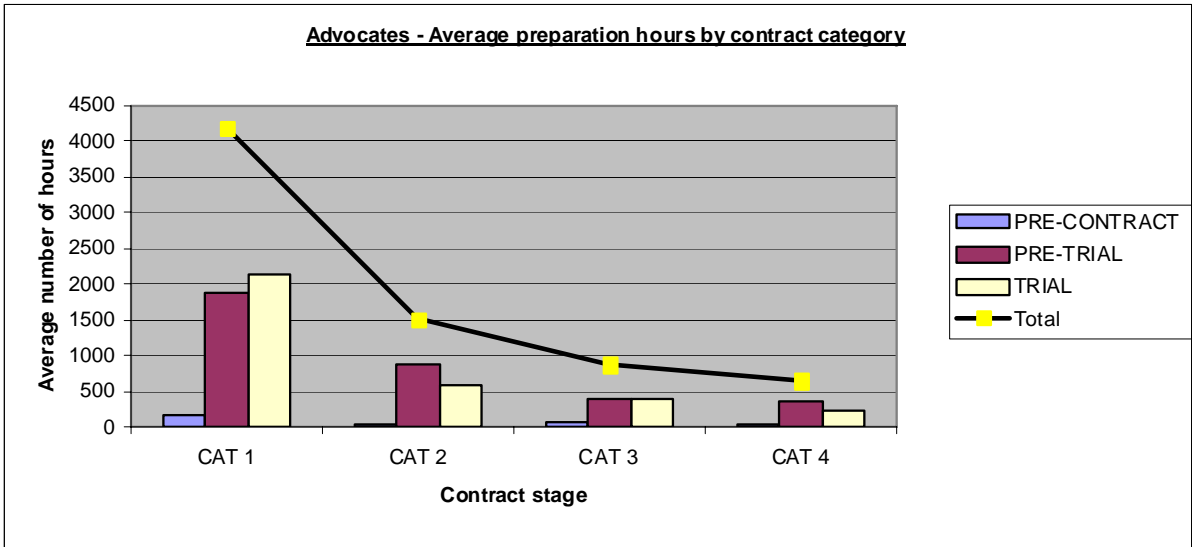


Figure 5 – Advocates - Average number of preparation hours work done by contract category and stages (Aug 2000 to Mar 2007).

The highest average number of hours preparation work done by Advocates was on category 1 cases at 4,191 hours and the lowest was on category 4 cases at 655 hours.

Category 1 cases had the highest average number of hearings, which was 43 days, and category 4 cases had the lowest with an average of eleven hearings. The average number of hearings at each contract category is given in table 6 and accompanying **figure 6** below:

Contract category	Average number of hearings
Category 1	43
Category 2	13
Category 3	13
Category 4	11

Table 6 - Advocates - Average number of hearings by contract category (Aug 2000 to Mar 2007).

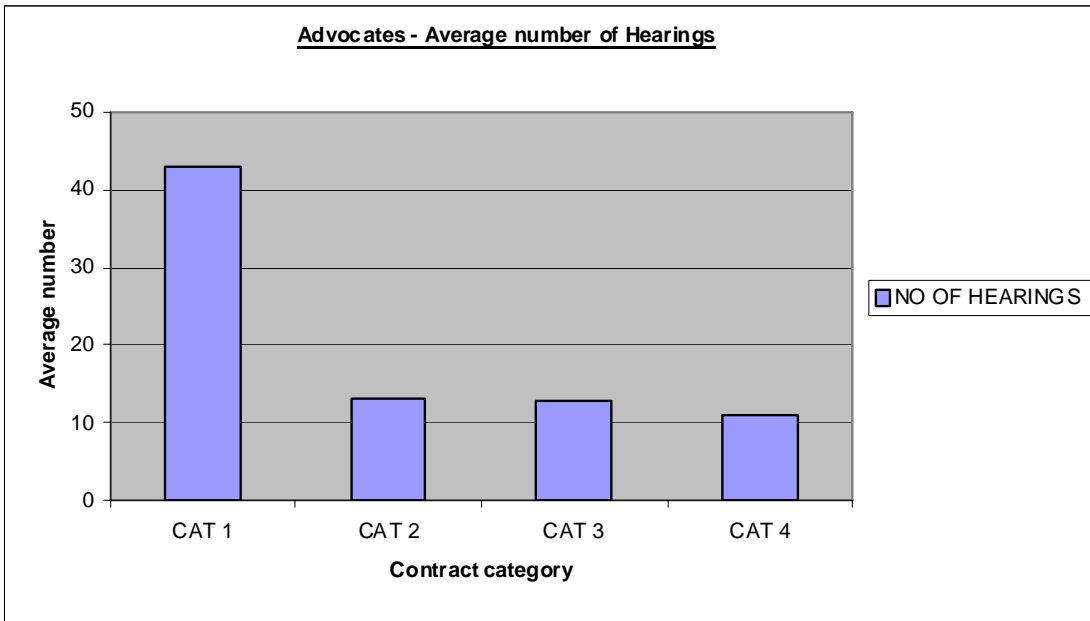


Figure 6 - Advocates - Average number of hearings by contract category (Aug 2000 to Mar 2007).

The breakdown of average number of hours preparation done by Advocates in different roles across the four contract categories of VHCCs is given in table 7 below.

Advocate Role	Contract Category			
	CAT 1	CAT 2	CAT 3	CAT 4
QC	1506*	858	495	335
Leading Junior (Lead Jr)	888*	654	465	348
Led Junior (Led Jr)	2214*	922	497	225
Junior Alone	25	158	202	207
2 ND Led Junior	2918*	7	0	0

Table 7 - Advocates - Average number of preparation hours by contract category broken down by Advocate role (Aug 2000 to Mar 2007 (*includes Jubilee Line Fraud¹⁴)).

Number of days at trial

Category 1 VHCCs had the highest average number of days at trial, which was 210 days, and category 4 VHCCs had the lowest with an average of 47 days at trial. The average VHCC had a trial length of 62 days (as opposed to the average Advocate claim of 52 days). The split of the average number of trial days across the four contract categories is given in table 8 below accompanied by figure 7:

Average number of days at trial by contract category

	Contract category			
	Category 1	Category 2	Category 3	Category 4
Average number of days	210	62	64	47

Table 8 - Advocates - Average number of days at trial by contract category (Aug 2000 to Mar 2007).

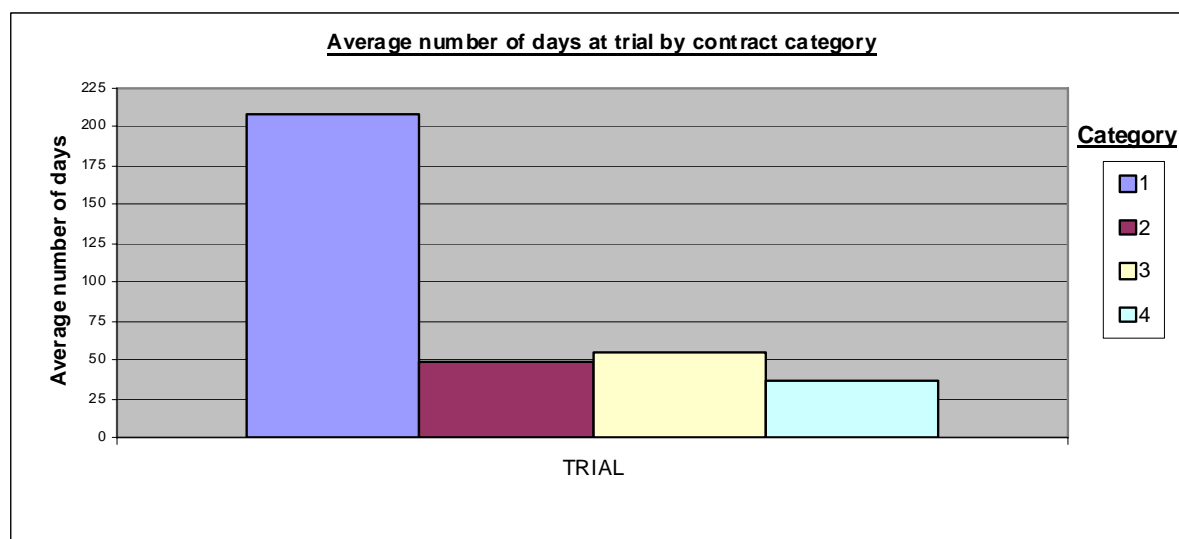


Figure 7 - Advocates - Average number of days at trial by contract category (Aug 2000 to Mar 2007).

Breakdown of Advocate roles at trial by contract category

¹⁴ *R v Rayment and others* (2000) - This was an exceptionally large VHCC, informally referred to as the Jubilee Line Fraud case, publicised in the national newspapers

Table 9 below and accompanying **figure 8** shows the average number of days' advocacy work done by Advocates by role across the four contract categories.

Advocate Role	Contract Category			
	Category 1	Category 2	Category 3	Category 4
QC	84	37	41	30
Leading Junior (Lead Jr)	69	16	32	28
Led Junior (Led Jr)	98	39	40	29
Junior Alone	0	34	9	17
2 ND Led Junior*	156	0	0	0
Noter	51	19	17	20

Table 9 - Advocates - Average number of days at trial by Advocate roles and contract category (Aug 2000 to Mar 2007).

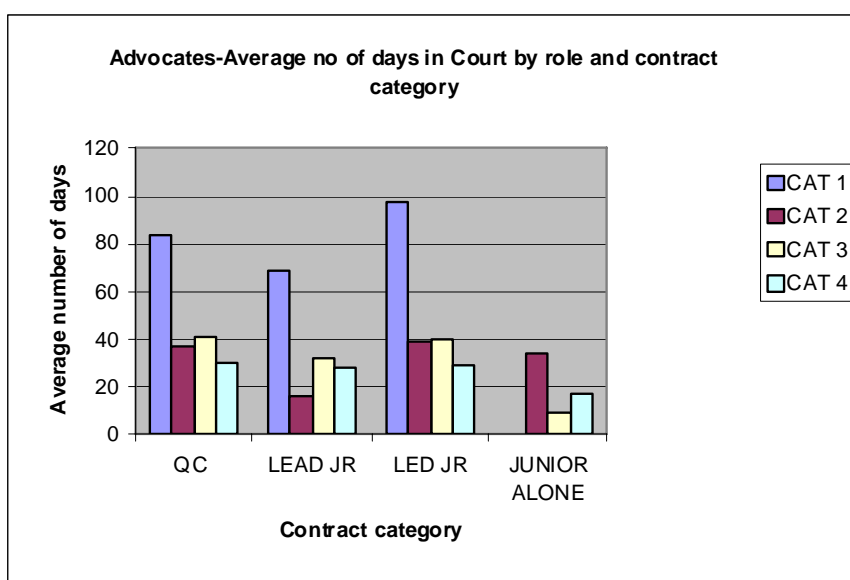


Figure 8 - Advocates - Average number of days at trial by Advocate roles and contract category (chart excludes Noter and 2nd Led Junior)- Aug 2000 to Mar 2007.

Table 10 below accompanying **figure 9** shows the highest, average and lowest number of preparation work done by Advocates on the four contract categories.

Contract category	Highest hours	Average hours	Lowest hours
Category 1	11042	4191	1028
Category 2	4879	1509	207
Category 3	4336	885	288
Category 4	2812	655	185

Table 10 - Advocates – highest, average and lowest number of preparation hours done by contract category (Aug 2000 to Mar 2007).

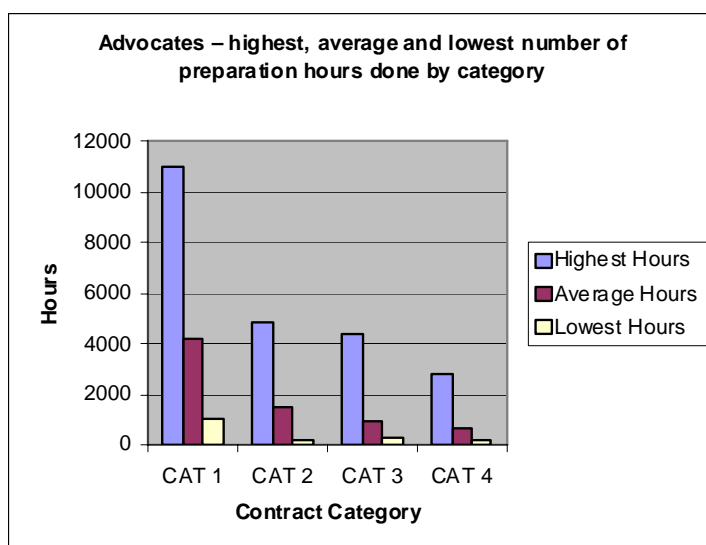


Figure 9 - Advocates – highest, average and lowest number of preparation hours done by contract category (Aug 2000 to Mar 2007).

Table 11 below shows the highest, average and lowest number of advocacy days done by Advocates on the four contract categories.

<u>Contract category</u>	<u>Highest ACTUAL number of days</u>	<u>Average number of days</u>	<u>Lowest ACTUAL number of days</u>
Category 1	490	210	50
Category 2	273	62	46
Category 3	290	64	44
Category 4	221	47	43

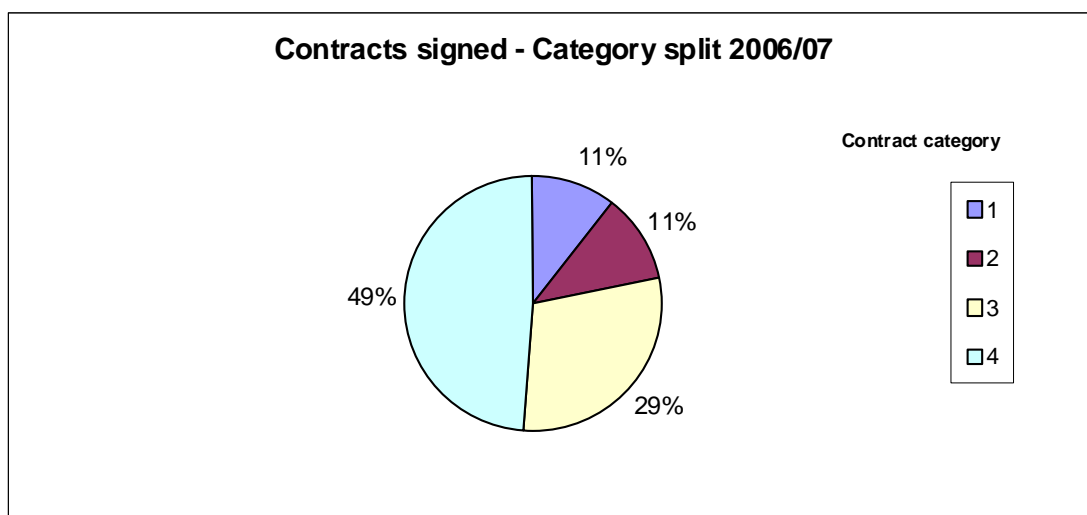
Table 11 - Advocates – highest, average and lowest number of days in court by contract category (Aug 2000 to Mar 2007).

Contract Volumes

<u>Month</u>	<u>Number of contracts signed</u>	<u>Month</u>	<u>Number of contracts signed</u>	<u>Month</u>	<u>Number of contracts signed</u>	<u>Month</u>	<u>Number of contracts signed</u>
		Apr-04	22	Apr-05	18	Apr-06	23
		May-04	23	May-05	36	May-06	31
		Jun-04	37	Jun-05	30	Jun-06	52
		Jul-04	24	Jul-05	32	Jul-06	57
		Aug-04	26	Aug-05	28	Aug-06	41
Sep-03	22	Sep-04	23	Sep-05	30	Sep-06	17
Oct-03	57	Oct-04	25	Oct-05	40	Oct-06	33
Nov-03	37	Nov-04	35	Nov-05	25	Nov-06	20
Dec-03	37	Dec-04	24	Dec-05	33	Dec-06	24
Jan-04	34	Jan-05	15	Jan-06	32	Jan-07	23
Feb-04	21	Feb-05	20	Feb-06	45	Feb-07	39
Mar-04	18	Mar-05	39	Mar-06	48	Mar-07	43

Table 12 - The numbers of VHCC contracts signed per month.

The LSC has entered into 1,339 (41+ day cases) contracts since September 2003 and the LSC is basing its forecast on this pool of cases. It should be noted that typically 11% of contracts are transferred or otherwise cease before any work is done and therefore of these 1,339 cases only 1,192 would have progressed. In the period since 21 May 2004 and 3 May 2007 the LSC entered into 1,143 contracts with a total of 440 suppliers (with 504 offices). Assuming the same 11% of discontinued contracts, this gives a total of 1,017 contracts that progressed. The LSC has funded 817,000 Litigator preparation hours, 584,000 Advocate preparation hours, 4,120 Advocate hearings and 17,932 (full day equivalent) advocacy days at court.



Financial year contract was signed	Category 1	Category 2	Category 3	Category 4
2004/05	4%	20%	35%	40%
2005/06	8%	18%	27%	47%
2006/07	11%	11%	29%	49%

Figure 10 & table 13 - Split between the contract categories for VHCC signings in the period 1 April 2004 and 31 March 2007

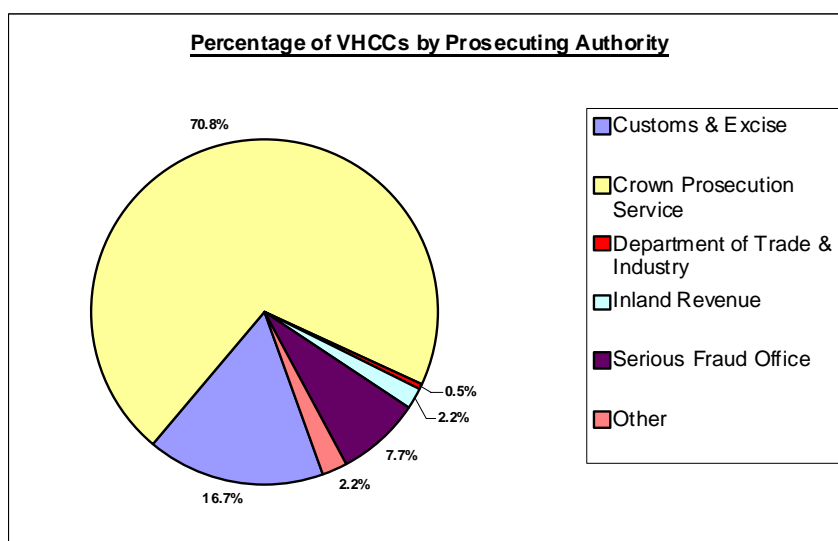


Figure 11

The chart above shows the breakdown of VHCCs by Prosecuting Authorities in the period 1 August 2000 and 31 March 2007.

In the Qualifying Period¹⁵, 44.2% of VHCC funding has been on Advocates. The proportionate funding has grown year on year over the Qualifying Period rising from 0.6% to 47.7% representing an increase in funding of £9.26m over the period. 55.8% of the VHCC funding has been on Litigators, though proportionately this has reduced from 55.5% to 49.3% and is associated with a reduction of £3.38m over the period. Spending on disbursements (contained within the Litigator funding) has varied between 3% and 4%.

Financial year of signing	Carousel Fraud	VAT Fraud	Phoenix Fraud	Other Fraud	Money Laundering	Drugs	Murder	Rape	Other Violence	Terrorism	Other	Total Fraud	Total Non Fraud
2004/5	11%	10%	0%	15%	7%	17%	8%	0%	10%	3%	19%	36%	64%
2005/6	2%	11%	0%	25%	6%	29%	8%	2%	0%	6%	11%	38%	62%
2006/7	1%	10%	0%	26%	9%	21%	6%	1%	3%	8%	15%	37%	63%

Table 14

Table 14 above illustrates VHCC contracts signed in the period 2004 to 2007 broken down by case type. This is illustrated in the pie chart below (Figure 12) for the final year in that sequence.

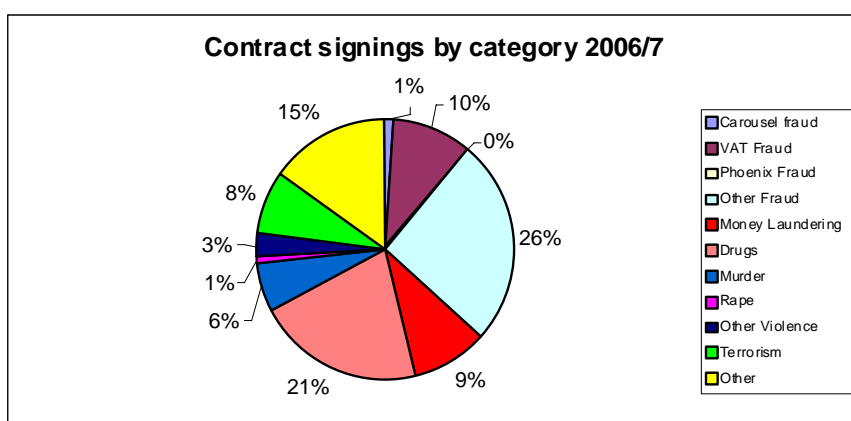


Figure 12

In the Qualifying Period there has been a drop in carousel fraud and other violence VHCCs. There has been a corresponding rise in terrorism VHCCs. The split between non-fraud and fraud VHCCs has remained static over the same period (see table 15).

Financial Year of Payment	Carousel Fraud	Drugs	Money Laundering	Murder	Other	Other Fraud	Other Violence	Rape	Terrorism	VAT Fraud	Total Fraud	Total Non Fraud
2004/2005	3,734,072	14,126,107	12,846,426	10,369,544	8,576,947	27,301,880	2,834,652	432,287	2,705,471	6,659,463	37,695,415	51,891,434
2005/2006	7,536,290	14,167,370	10,503,002	6,169,024	15,453,856	25,631,446	3,939,099	0	6,913,105	12,803,660	45,971,397	57,145,455
2006/2007	6,461,786	13,865,013	6,804,765	6,429,551	13,645,957	26,655,389	2,141,445	1,302,920	11,674,928	15,586,061	48,703,236	55,864,579

Table 15

¹⁵ Qualifying Period: 21 May 2004 to 4 June 2007

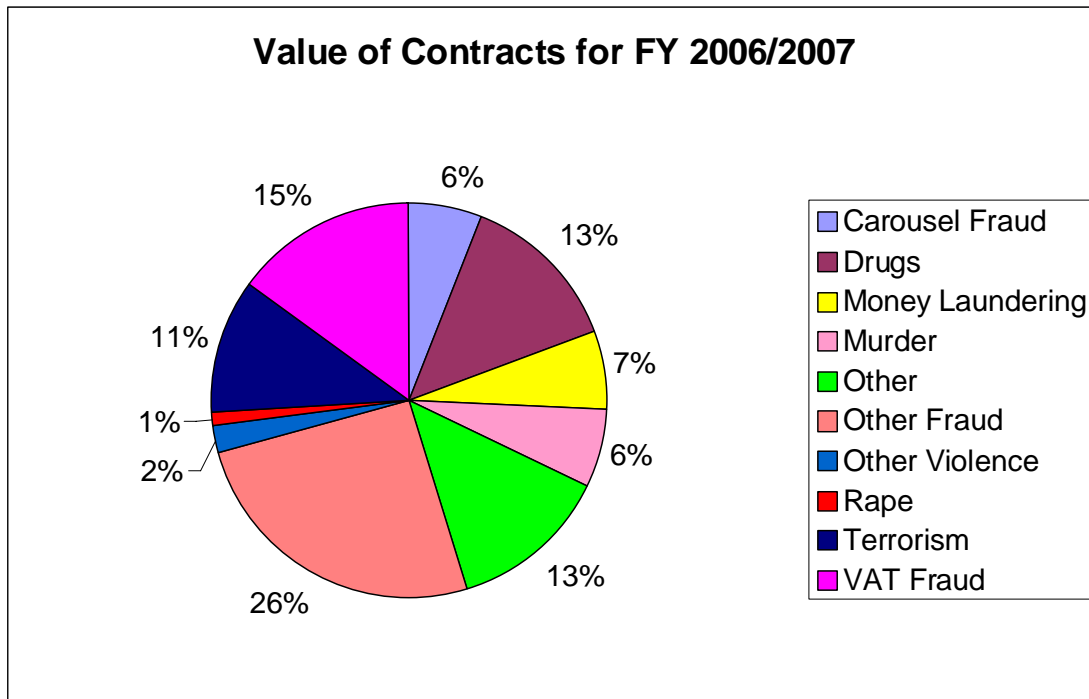


Figure 13

In the Qualifying Period there has been a drop in the amount paid on money laundering and murder VHCCs. There has been a corresponding rise in payments made on terrorism VHCCs. The split between non-fraud and fraud VHCCs has remained static over the same period (see figure 13).

The total funding on VHCCs during the Qualifying Period is £297m.

Forecast analysis

Monthly

Since the LSC started to sign all possible 41+ day cases in September 2003, there has been a high variance in the number of contracts signed. Between September 2003 and February 2007 there have been a total of 1,339 contracts signed. This is an average of 31.2 a month.

If a twelve-month rolling average is used, the average falls to 30.6 a month. However, this gives the LSC more confidence in stating, for example, there will be 550 contracts signed in an 18-month period rather than 31 contracts signed in any given month. Using the twelve-month rolling average reduces the deviation enough without distorting the numbers.

Over the period there have been several peaks and troughs around a stable mean and using all of the data ensures that all of these are included in the analysis.

Using this model suggests a monthly average of 31 with a (95%) confidence range of +/- 8.4. This means that we would expect to sign 551 contracts in an 18-month period. Historically 11% of cases are transferred before costs are incurred or otherwise discontinued ("non-starters"); as a result, this figure of 551 therefore falls to 490 whilst the range would be between 338 and 641.

The 18 months to March 31 2007 shows that the average signings are in the region of 35 contracts per month (an average of twelve-month rolling averages over this period is 35,

suggesting that this average is consistent over time). Applying the CLT¹ over 18 months indicates a central point of 558 and a range with 95% confidence of 457 – 661 (assuming 11% non-starters)

	Lower	Mid-point	Upper
Range based on average of last 18 months signings.	457	558	661

Table 16

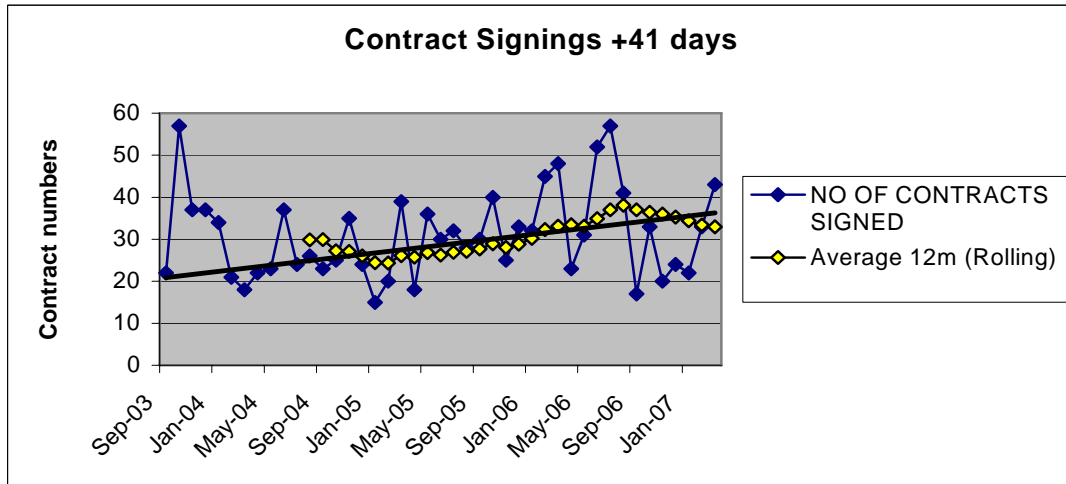


Figure 14

18 Month Contract Period

The LSC recognises that there is an increase in the trend of VHCC signings since September 2003, (recently this may be due to Terrorism prosecutions as well as other case types). However, when viewing the trend of rolling 18 month periods since July 06 it is clear that this trend has slowed. The table contained on the chart below indicates the consistency of the rolling 18-month periods over the last 9 months, the average of which is 603 +/- 24 (95% certainty range). Taking account of the 11% for non-starters suggests a range of 536 +/- 24 this is consistent with the trend over the last 12 months.

The averages over the last 12 months of the rolling 12-month average show a (95%) standard variation of +/-3.2 per month. This would suggest similarly that the trend has slowed.

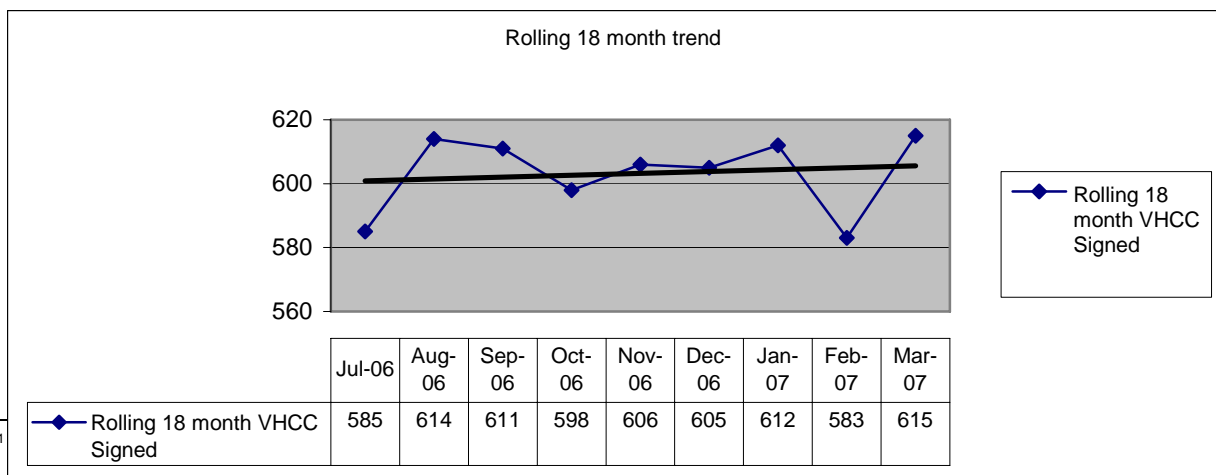


Figure 15

Contingencies

The LSC accepts that the long term figures detailed in Table 16 above do not take into account the full impact of recent trends in terrorism prosecutions and furthermore do not take into account any possible growth due to the adoption of 25 – 40 days cases by the CCU. We intend to allow 15% to allow for short-term trends over the long-term figures used in Table 16.

LSC Forecast

The LSC forecast is based around that demonstrated in Table 16 above. The LSC considers that the most appropriate point at which capacity may be considered to be met, is 15% above the mid point of this average, that is to say when the combined capacity of total successful bids is 641 VHCCs (allowing for 11% non-starters). The LSC is content that this point is consistent with the data available to it.

Lower end of Range	Mid point	Capacity point	Upper end of range
457	558	641	661

Putting together your tender – what to bid for

Applicants must indicate on their Capacity-Price Bid Form the size of their bid at each hourly rate detailed on the form - i.e. the number of VHCCs they are looking to provide at that particular hourly rate. Applicants will also be asked, based on their own experience, to provide estimates on what these bids mean to the applicant in terms of hours. The calculation should be based on the best estimate of a VHCC size for that applicant.

Size of bids

The minimum size for a bid is three VHCCs - i.e. you cannot bid for one or two VHCCs; the minimum is three.

You cannot bid for any more than the greater of (a) four VHCCs or (b) the number of Qualifying Cases (see below) undertaken by the applicant in the "Qualifying Period", 21 May 2004 to 4 June 2007. For example, if you conducted one Qualifying Case during the Qualifying Period, the maximum number of VHCCs you could bid for would be four (four is greater than one). If you conducted six Qualifying Cases during the Qualifying Period, the maximum number of VHCCs you could bid for would be six (six is greater than four).

For the purposes of knowing which Qualifying Cases you may take into account when calculating the maximum number of VHCCs you may bid for, the following rules apply. To be able to include a Qualifying Case in your bid calculations, the case must meet the definition of a Qualifying Case.

The following cases are deemed "Qualifying Cases":

- (a) VHCCs where the Individual Case Contract was signed by the applicant organisation during the Qualifying Period (21 May 2004 to 4 June 2007);
- (b) legally aided cases (not contracted as VHCCs) where the Representation Order was granted during the Qualifying Period and where the actual trial length in those cases lasted 41 days or longer;
- (c) legally aided cases where the Representation Order was granted during the Qualifying Period, which were notified to the CCU with trial estimates of over 40 days and where the CCU acknowledged the case was a VHCC but decided not to contract (this must be evidenced by written communication from the CCU).

Where the Qualifying Case was transferred from the applicant organisation to another organisation, the applicant may include the Qualifying Case where at least two stages or at least 24 weeks of work were undertaken prior to transfer.

Where the Qualifying Case was transferred to the applicant organisation, the applicant may include the Qualifying Case where at least two stages or at least 24 weeks of work were undertaken after the transfer.

The definition of a Qualifying Case is also relevant for applicants when assessing whether they possess the required experience to meet the selection criteria. Experience will be tested by looking at (i) the Qualifying Cases that key members of the Defence Team have worked on and (ii) the “Qualifying Hours” worked by those key members. It is up to applicants to decide how to demonstrate their Defence Team’s experience – by cases or by hours.

If a case fails to meet the “Qualifying Case” criteria above because the Individual Case Contract was signed before the Qualifying Period or because a non-contracted case fails to meet (b) or (c) under that definition because the Representation Order was granted before the Qualifying Period, the hours worked on the case during the Qualifying Period may be claimed as part of a Litigator’s/ Advocate’s hours-based experience. In these circumstances, the case cannot be claimed as a Qualifying Case for the purposes of calculating the size of your bid.

All Panel Members must appreciate the need for flexibility on their part in delivering these services. It is possible that we may wish Panel Members to expand their contracts – to cope with increased demand. This will be tested by a question on the Application Form.

On the Capacity-Price Bid Form you will need to indicate how many VHCCs you are bidding for over the Panel term. Applicants will also be asked, based on their own experience, to provide estimates on what these bids translate to them in terms of hours. This calculation should be based on the best estimate of a VHCC size for that applicant.

Information regarding the size of your bid must be entered on both the Application Form and the Capacity-Price Bid Form. Actual bid numbers must not, however, be entered on the Application Form.

The Application Form and Capacity-Price Bid Form will clearly state what information should go where.

Skills and experience of an applicant’s Defence Team

You will see from the selection criteria (set out towards the end of this document) that experience is both an essential and a desirable criterion in this tendering exercise. An applicant will need to organise and name the Defence Team that would carry out any VHCC

Work if it (the applicant) succeeded in being awarded a place on the Panel. What we mean by this is that an applicant will be expected to have in place a full team of lawyers capable of working on VHCCs. Not all these lawyers would work on each individual VHCC; the Panel Member would no doubt allocate a specific team to each case. However, we wish to be satisfied that the lawyers you propose as your Defence Team are suitably skilled and experienced. We refer to lawyers on this team as “Defence Team members”.

Defence Team members are expected to be suitably experienced to carry out the work on a daily basis. The relevant sections in the Contract set out the knowledge and experience we expect each to have at the commencement of the Contract. Each specific Defence Team member must be able to meet the category specific requirements in the Quality Standards set out in the draft Contract.

Each Defence Team must have a Case manager, responsible for every VHCC. Applicants will be asked to name their Case Managers in their Application Form.

The ratio of the Defence Team members’ experience is also an important factor in providing your service. We therefore require that the ratio of Defence Team members with experience of Qualifying Cases to Defence Team members with no experience of Qualifying Cases as set out in your Application Form (which will then become a part of the Contract) must be maintained. We would not want an applicant to succeed in being appointed to the Panel on the basis of having an appropriately experienced Defence Team to carry out the work, only to see that Defence Team disappear during the Panel term; the level of experience must be maintained.

The following should assist Advocates when calculating their “Qualifying Hours” of experience for the Application Form:

Advocates should use the following rules for calculating hours when assessing whether they have met the requirement of Qualifying Hours. Where the advocate can demonstrate evidence of a full day¹⁶ of advocacy at court s/he may consider this to be the equivalent of 7 hours’ work. Similarly, a half day¹⁷ of advocacy at court should be taken to equate to 4½ hours, and a hearing of up to 2 hrs should be considered equivalent to 2 hours. Hearings with a duration greater than 2 hours should be treated as half or full days as detailed above depending on sitting time.

Application and selection process

What we are looking for - Selection Criteria

The criteria we will use to assess tenders are:

- exclusion or rejection for honesty and solvency issues (pass/fail barrier);
- economic and financial standing; and
- technical and professional ability (“best fit” for this Contract).

All applicants are asked to firstly complete the Exclusion Criteria Form, which is a pass/fail test. We are looking for applicants who pass the honesty/ solvency test.

Applicants who are not excluded, having completed the Exclusion Criteria Form, should complete the Application Form.

¹⁶ A full day is considered to be any day where the court sat for more than 3½ hours, and would be remunerated as a full day, which would include 2 hours’ preparation.

¹⁷ A half day is considered to be any day where the court sat for no more than 3½ hours, and would be remunerated as a half day, which would include 1 hour’s preparation.

We have split the selection criteria into two sections:

Section 1 – essential criteria; and
Section 2 – desirable criteria.

Applications will be assessed against the essential and desirable criteria.

Section 1 – essential criteria

Section 1 contains a list of criteria that it is absolutely essential that all organisations bidding for Panel membership are able to meet. The criteria in Section 1 are listed in no particular order, as we are placing equal importance on each criterion. We will assess the extent to which applications demonstrate compliance with each essential criterion and award marks accordingly (please refer to **Annex A: Assessment Table**). Further details are set out in the table “Selection process” below at Stage 4.

Section 2 – desirable criteria

For applicants that satisfy the Section 1 criteria, Section 2 contains desirable criteria which will be assessed relative to other bids. The various elements set out in Section 2 are, as they say, “desirable” only. The criteria in Section 2 are listed in order of importance, in accordance with the weightings we will give each criterion on evaluation. We will assess the extent to which applications demonstrate compliance with each desirable criterion and award marks accordingly (please refer to **Annex A: Assessment Table**). Further details are set out in the table “Selection Process” at Stage 5.

The various criteria will be tested through the questions set out in the Application Form and the Capacity-Price Bid Form. The selection criteria are set out at the end of this document.

The Selection Process

To apply, applicants must complete the Exclusion Criteria Form, the Application Form and the Capacity-Price Bid Form. Applicants and key members of their Defence Teams are also asked to complete an Equal Opportunities Form, but this is not part of the assessment process and is for information-gathering purposes only.

If you cannot meet the requirements of Section 1 of the selection criteria on the Application Form please do not complete Section 2, as your application will not be assessed.

As stated, the selection criteria will be tested through the questions set out in the Application Form and the Capacity-Price Bid Form. Applicants must read the selection criteria carefully and ensure that they address all the points listed in their answers.

Applicants must also read, and comply with, the Conditions of Tender (see below) when completing their application.

The selection process we propose to follow and the anticipated timetable for the tender process is set out in the table “Selection Process” below. You should also refer to the “Selection Process Flowchart” at **Annex B** to this document, which is intended to accompany the more detailed text.

Please note that the following table reflects the time scales we hope to adhere to. These may be subject to change (see ‘Conditions of Tender’ below).

<p>Stage 5</p>	<p>Applications assessed against Section 2 desirable criteria for applicants meeting Section 1 essential criteria.</p> <p>We will assess the extent to which remaining applications have demonstrated compliance with each desirable criterion and award marks accordingly (please refer to Annex A: Assessment Table). The total marks for each application will then be calculated and each application will be awarded a rating of ‘acceptable’, ‘good’, ‘very good’ or ‘excellent’ based upon the marking scheme set out at Annex A.</p> <p>Short-listing of applications that best meet the desirable criteria: we will compare the applications against others received and select those applications that best meet the desirable criteria, on the basis of the information submitted in the application.</p> <p>We may choose to ask applicants supplementary questions if, for example, certain aspects of their application requires clarification. (Note: this does not relieve applicants from complying with the Conditions of Tender).</p>	
<p>Stage 6</p>	<p>Value for money assessment: selection of Panel Members.</p> <p>Following the assessment of applications against the desirable criteria, we will conduct an overall assessment of value for money (“VFM”). The “Selection Process Flowchart” at Annex B sets out the VFM assessment process.</p> <p>Sealed envelopes containing the Capacity-Price Bid Forms are opened for the short-listed applicants in the order as set out in the “Selection Process Flowchart” at Annex B.</p> <p>Following the process set out in the flowchart, we will carry out a final evaluation of the short-listed applications against all the criteria.</p> <p>We may, at this stage, if we need to, contact short-listed applicants to clarify capacity – e.g. in the unlikely event that the short-listed applicants’ capacity bids do not total the number of VHCCs we need to cover.</p> <p>Dependent on the outcome of the selection process, Contracts are likely to be awarded firstly on the basis of Panel A membership. Applicants that are not awarded a Panel A Contract but still meet the essential criteria may be awarded a Panel B Contract if they made a capacity bid at the final accepted price. Please refer to the attached flowchart at Annex B.</p>	
<p>Stage 7</p>	<p>Presentation to Tender Panel of the outcome of the tendering exercise and who the proposed successful applicants are.</p> <p>Award of Contracts. Offers sent out to successful applicants “subject to contract”.</p> <p>Unsuccessful applicants notified.</p>	

Stage 8	Contracts drawn up for signature.	
Stage 9	Contract start date.	1 October 2007

A panel of five assessors within the Commission will assess the bids (the “Assessment Panel”). Once the Assessment Panel has drawn up its list of proposed Panel Members, it will present its proposals to a higher panel (the “Tender Panel”), which will decide whether to accept, reject or modify the Assessment Panel’s proposals. The Tender Panel will comprise three members from the Commission’s Executive Board and one Commissioner.

If Contracts are awarded, awards will be based on the detailed evaluation of all of the selection criteria set out at the end of this document; Contracts will be awarded to those applicants who best satisfy the evaluation criteria as such criteria are weighted by us.

Unsuccessful applicants will be given written reasons as to why they were unsuccessful. There will be no internal right of appeal following receipt of this information.

The Application Process

You will need the following documents:

1. Information for Applicants (with Annexes A and B);
2. Exclusion Criteria Form;
3. Application Form;
4. Capacity-Price Bid Form; and
5. Equal Opportunities Form.

As stated, the draft VHCC Panel Contracts for Panel Members and Panel Advocates will be placed on our website on 15 June 2007.

You must return to us:

1. 1 hard copy of the completed Exclusion Criteria Form (you must pass the test to proceed further);
2. 4 hard bound copies and 1 unbound copy of the completed Application Form (with any attached pages numbered sequentially - e.g. 1 of 6);
3. 4 hard bound copies of any additional information requested in the Application Form - it is your responsibility to check you have included everything we have requested (this information can be bound with the Application Form if you prefer);
4. 4 hard bound copies and 1 unbound copy of the completed Capacity-Price Bid Form (this must be returned in a sealed envelope clearly marked on the front “Capacity-Price Bid Form for [name of applicant]”);
5. 1 hard copy of each Equal Opportunities Form, one form completed by the applicant and one form completed by each key member of the Defence Team (these must be returned in a sealed envelope clearly marked on the front “Equal Opportunities Monitoring Information for [name of applicant]”); and
6. 1 CD ROM containing (a) an electronic version of your Application Form and Capacity-Price Bid Form; (b) all documents included in your application, including any appendices attached to your application and, (c) wherever possible, all other material submitted by you. The CD ROM must contain files in Microsoft Word format, which should not be condensed. All files must have been virus-checked.

Responses must be submitted in English and be word-processed for ease of reading. They should have sufficient spacing to allow those evaluating responses to annotate copies and be printed single-sided.

There will be an opportunity for applicants to ask questions before the tender closing date. Questions must be sent in writing to **CarterVHCC@legalservices.gov.uk** before **12 noon on Friday 6 July 2007**.

We will consider the questions and post our answers on our website at www.legalservices.gov.uk every Friday, the final questions being posted on the website on **Friday 13 July 2007**. Applicants should visit our website for the answers from that date; we will not respond to applicants individually. All questions must be submitted on the basis that the questioner agrees to them being published (anonymously). The answers will be available to all applicants as part of the tender process and we would advise all applicants to review the questions and answers section on the website, prior to finalising your tender.

The tender closing date is 12 noon on Friday 27 July 2007. We must receive completed applications before 12 noon on the day. Unless there are exceptional circumstances (e.g. fire or accident), late applications will not be accepted.

Applications must be delivered by hand or sent by recorded delivery/ guaranteed post, normal post, tracked DX or DX, but not by fax and not by email. If you send your application by normal post or DX, please note that this is at your risk, as there is no guarantee we will receive it.

All applications, however sent, must be marked on the envelope and the letter "VHCC Panel Tender - Private & Confidential - for the attention of Carter VHCC Project Team".

Please return postal applications to:

Carter VHCC Project Team
CDS Policy
Legal Services Commission
85 Gray's Inn Road
London WC1X 8TX

or Carter VHCC Project Team, CDS Policy, DX 328 London/ Chancery Lane WC2.

Applications must not be sent to any other address – e.g. applications must not be sent to any LSC regional office. Applications sent to any other address will not be accepted.

It is your responsibility to telephone us on 0207 759 1014 to check we have received your application, however it was sent. We are not responsible for any failure of post or DX. Please note that we will not acknowledge receipt of any applications in writing. Please do not assume we have received your application until you have telephoned us and we have confirmed receipt.

Bidding for more than one Contract

An applicant may only bid for one Contract in this tendering exercise. Organisations are not permitted to submit one tender in their own name and another tender naming themselves as a sub-contractor for another organisation. An organisation may submit and be involved in only one tender.

In relation to sub-contracting, as stated previously, the draft Contract contains restrictions on Panel Members sub-contracting work to anyone who is neither an employee of the firm nor one of the members of the Defence Team.

Freedom of Information Act 2000

Applicants should note that under the Freedom of Information Act 2000 ("the Act"), we may be required to disclose details of your application to third parties, either during or after the tender process. This may include prices and other information that you provide. We can only withhold information where it is covered by a valid exemption as set out in the Act. If you are concerned about possible disclosure you should clearly identify the specific parts of your application and supporting documentation that you consider commercially sensitive or confidential (within the meaning of the Act), the harm that disclosure may cause and an estimated timescale of that sensitivity. You should be aware, however, that the receipt by us of information marked confidential does not mean that we accept any duty of confidence in relation to that marking. Neither do we guarantee that information identified by you will not be disclosed, especially where the public interest favours disclosure. It is important to note that the sensitivity of information is likely to change over time and therefore it is likely that general contract details would be disclosed once the selection process is complete. Where possible, we would consult with you before any disclosure was made.

Conditions of Tender

Note: in these Conditions of Tender, "Application Form" means both the Application Form and the Capacity-Price Bid Form (and any supplementary form that may be introduced during the tendering exercise).

1. Tenders will be received until 12.00 noon on the tender closing date. No tender will be opened until after that time. We will not consider any tender submitted in a different manner. We will not consider any late responses nor will we consider requests for extension of the time or date fixed for the submission of responses. We may, however, in our own absolute discretion, extend the time or date fixed for submission and, in such an event, we will notify all applicants accordingly.
2. All applications shall be signed by a duly authorised director, partner or designated member of the applicant. In addition, all the key members of an applicant's Defence Team must also sign the application to confirm that the details submitted in the Application Form are correct. The details contained in each applicant's response will form an appendix to the contract (if successful). Applicants should therefore make sure that their responses are authorised at an appropriate level which would enable them, should they be successful, to become the subject of a binding contract.
3. We reserve the right to amend the tendering rules, the tendering process/procedure and/or the selection criteria, at any time in writing (a) before the tender closing date, by giving general notice on our website at www.legalservices.gov.uk, or (b) after the tender closing date, by giving general notice in writing by email (to the email address provided on the Application Form) to all applicants who have submitted tenders, and who are still being considered in the tender process. An amendment could include, for example, inserting additional stages in the process (such as asking supplementary questions), changing our requirements or adding new requirements.
4. Where we refer to asking applicants supplementary questions during the tendering process, please note that we would not intend to ask such questions where, for example, an applicant has not answered every part of every question in their Application Form.
5. It is the obligation of applicants to make sure that their Application Form is fully and accurately completed and accompanied by the appropriate documents. We are under no obligation to contact you to clarify your application or to obtain missing information or documents. It may not be possible to consider a tender if incomplete information is given at the time of tendering, or if any particulars and data asked for in the Information for Applicants or Application Form are not provided in full.
6. We reserve the right to take into account any knowledge of an applicant that we may have, but applicants should not assume that any such information will be taken into account and should restate it on their Application Form if they consider it relevant. For applicants that hold a current General Criminal Contract, we may corroborate the information given on your Application Form with your regional office. For applicants that hold a current Very High Cost Case Contract (Crime), we may corroborate the information given on your Application Form with the Complex Crime Unit.
7. You are required to reply to all questions on the Application Form, even if you have previously provided this information or if you think we are already aware of it (e.g. if you hold an existing contract with us). This is to ensure that we can compare each application and applicant in a fair, like-for-like and reasonable manner. If a question is similar to a question included elsewhere in the Application Form, you should repeat your response and expand upon it where necessary.

8. We may request applicants to give additional information/clarification at any time during the tender process. You should be prepared to discuss any aspect of your response with us.
9. Any questions and answers posted on our website during the tendering exercise (or previously) will not form part of the Contract.
10. The information supplied by you will be used for the purpose of evaluating your response to this tender and for no other purpose.
11. After evaluation is complete, we will retain copies of all responses to satisfy our audit obligations and for other purposes.
12. This tendering exercise does not constitute a binding contract.
13. We reserve the right to cancel this tendering exercise at any time at our absolute discretion.
14. We reserve the right not to award any contract relating to this tendering exercise; we are under no obligation to accept any tender. However, if we do award a contract, this Information for Applicants, the Application Form and documents submitted as part of the application, will form part of the contract for the successful applicants.
15. Tenders are submitted on the conditions stated in this Information for Applicants. Tenders submitted subject to additional or alternative conditions may be rejected on the grounds of such conditions alone.
16. By submitting a tender, you are agreeing to be bound by the terms and conditions in any Contract you may be awarded.
17. Tenders must be exclusive of any VAT chargeable.
18. Figures must not be altered or erased. Any alteration of prices, etc. must be made by striking through the incorrect figures and inserting the correct figures above the original figures. The applicant must initial all such alternations.
19. There will be no right of internal appeal for unsuccessful candidates.
20. Applicants will be responsible for and bear all of their own costs, liabilities and expenses which may be incurred in the preparation of their responses or any subsequent tender negotiations, regardless of whether a contract is awarded.
21. All intellectual property rights in these tender documents (the Information for Applicants and all documents referred to in the Information for Applicants) are and shall remain our property.
22. The information contained in the Information for Applicants is subject to constant updating and amendment in the future. It does not purport to contain all of the information which an applicant may require. While we have taken all reasonable steps to ensure, as at the date of this document, that the facts which are contained in this document are true and accurate in all material respects, we do not make any representation or warranty as to the accuracy or completeness or otherwise of this document, or the reasonableness of any assumptions on which this document may be based. All information supplied by us to applicants, including that within this document, is subject to applicants' own due diligence. We accept no liability to

applicants whatsoever resulting from the use of this document, or any omissions from or deficiencies in this document.

23. Applicants should note that any quantities or volumes contained in the Information for Applicants are for indicative purposes only and any future quantities or volumes may vary from those stated.
24. It is your responsibility to obtain at your own expense all additional information necessary for the preparation of your response to the tender documents. No claims of insufficient knowledge will be entertained.
25. We may use the information included in your response for any reasonable purpose connected with this tendering exercise. In particular, once you have been excluded, we reserve the right to use any ideas contained in your bid in any ongoing discussions with other applicants, but we undertake not to reveal the identity of the provider of such ideas.
26. Applicants are requested not to contact us during the tender assessment period. When you receive notification of the evaluation of the tenders, you may contact our representative dealing with the tender for a debriefing.
27. Any applicant who directly or indirectly canvasses any employee of the Commission concerning the award of the contract(s) will be disqualified.
28. All applicants are recommended to seek their own financial and legal advice.

29. Confidentiality

Applicants must treat the tender documents (the Information for Applicants and all documents referred to in the Information for Applicants) as confidential. These documents are issued solely for the purpose of enabling a tender to be completed and may not be used for any other purpose. Applicants shall ensure that all third parties to whom disclosure is made shall keep the tender documents confidential and not disclose them to any other third party except as set out above.

30. Applicant changing its status or members of its Defence Team

If, between submitting your tender and being awarded a contract, your organisation changes its status in any way from that named in the Application Form, (e.g. from a partnership to a limited liability partnership or a limited company), we reserve the right to decide whether to award a contract to the new organisation. Any decision would be solely within our discretion. You must inform us immediately of any such change in writing. For these purposes, a change in more than one-third of the membership of a partnership is a change of status; as is an organisation merging with another, splitting off or being sold to another. These are all factors we would wish to consider when evaluating the tenders.

An applicant must notify us immediately in writing if any of the details set out on its Application Form change in any way after the tender closing date has passed. This would include, for example, an unavoidable change in the membership of its Defence Team (e.g. due to death). If the selection criteria are no longer met as a result of the change, the application will be unsuccessful.

Selection Criteria

ESSENTIAL CRITERIA (not listed in order of importance - all the criteria are equally important)	
Experience	
EC1	<p>At least half of the Level A and Level B litigators in a Defence Team (at least one of which must be Level A) must have experience of:</p> <p>a) At least two Qualifying Cases¹⁸, at least one of which must have been prepared to trial in the Qualifying Period¹⁹; <u>or</u></p> <p>b) 300 Qualifying Hours²⁰ have been conducted by each Level A and Level B litigator in the Qualifying Period.</p> <p>This includes VHCCs contracted prior to the change to 41 days.</p>
EC2	<p>At least half of all Advocates nominated to act in a leading role must have experience of:</p> <p>a) At least two Qualifying Cases, at least one of which must have been prepared to trial in the Qualifying Period; <u>or</u></p> <p>b) 300 Qualifying Hours have been conducted by each Advocate in the Qualifying Period.</p> <p>This includes VHCCs contracted prior to the change to 41 days.</p>
EC3	<p>Nominated Case Managers in a Defence Team must have experience of:</p> <p>a) At least two Qualifying Cases, at least one of which must have been prepared to trial in the Qualifying Period; <u>or</u></p> <p>b) 300 Qualifying Hours have been conducted by each Case Manager in the Qualifying Period.</p> <p>This includes VHCCs contracted prior to the change to 41 days.</p>
IT resources	
EC4	<p>All Defence Team members must have access to the necessary IT resources to:</p> <p>(i) adequately prepare a VHCC;</p>

¹⁸ "Qualifying Cases":

- (a) VHCCs where the Individual Case Contract was signed by the applicant organisation during the Qualifying Period;
- (b) legally aided cases (not contracted as VHCCs) where the Representation Order was granted during the Qualifying Period and where the actual trial length in those cases lasted 41 days or longer; and
- (c) legally aided cases where the Representation Order was granted during the Qualifying Period, which were notified to the CCU with trial estimates of over 40 days where the CCU acknowledged the case was a VHCC but decided not to contract (this must be evidenced by written communication from the CCU).

¹⁹ "Qualifying Period": 21 May 2004 to 4 June 2007.

²⁰ "Qualifying Hours": if a case fails to meet the "Qualifying Case" criteria above because the Individual Case Contract was signed before the Qualifying Period or because a non-contracted case fails to meet (b) or (c) under that definition because the Representation Order was granted before the Qualifying Period, the hours worked on the case during the Qualifying Period may be claimed as part of a Litigator's/ Advocate's hours-based experience. In these circumstances, the case cannot be claimed as a Qualifying Case for the purposes of calculating the size of your bid.

	<p>(ii) keep electronic diaries or computerised time recording systems detailing time spent preparing both VHCCs and other cases; and</p> <p>(iii) transact with the CCU in an efficient manner.</p> <p>The minimum IT resources required are:</p> <p>a) a PC with CD ROM / DVD capabilities;</p> <p>b) Microsoft Word and Excel (or comparable);</p> <p>c) access to email and the Internet (to communicate with the CCU and prosecution agencies); and</p> <p>d) access to trained personnel who can use IT skills to achieve great efficiencies in searching large amounts of prosecution material.</p>
Quality – Peer Review	
EC5	<p>The applicant must have been assessed in its most recent Peer Review (post 1 April 2005) as:</p> <p>a) PR3 minimum on a General Crime Work Peer Review; or</p> <p>b) “Threshold Competence or Better” on a Peer Review that includes VHCC contracts.</p>
Quality – Other LSC contracts	
EC6	<p>The applicant must not have had any LSC contract terminated since 1 April 2005 (e.g. VHCC contract, General Criminal Contract, General Civil Contract, Unified Contract)²¹.</p>
Capacity	
EC7	<p>The applicant must apply for at least three VHCCs over the 18-month Panel term at each of the prices for which the applicant submits a bid.</p>
EC8	<p>The applicant must not have applied for more than the greater of (a) four VHCCs or (b) the number of Qualifying Cases conducted by the applicant in the Qualifying Period²² at each of the prices for which the applicant submits a bid.</p>
EC9	<p>The Defence Team you propose to deliver the number of VHCCs you are bidding for will enable you to adhere to all the contract requirements.</p>
Financial management	
EC10	<p>The applicant must comply with the financial management requirements of their Regulatory Body²³.</p>

²¹ By “applicant” in this criterion, we mean the applicant that is submitting the tender (“you”). However, if you have changed your name, split from a previous partnership, merged with, bought or been sold to another partnership, or otherwise altered your name so that your previous history has not followed you, you are obliged to tell us if you have had a LSC contract terminated under your previous name or association under this criterion. We wish to know whether any applicant (under its present or previous identity) has had any LSC contract terminated since 1 April 2005.

²² For example, if you conducted one Qualifying Case during the Qualifying Period, the maximum number of VHCCs you could bid for would be four (four is greater than one). If you conducted six Qualifying Cases during the Qualifying Period, the maximum number of VHCCs you could bid for would be six (six is greater than four).

Note to applicants

The applicant must meet all sections of the essential criteria. For 'Experience', this means that at least one element in each criterion 1 to 3 should be met (i.e. you must meet either (a) or (b) in each criterion 1 to 3). All of the other essential criteria must be met (i.e. 4 to 10).

²³ "Regulatory Body" for solicitors and solicitor-advocates means the Solicitors Regulation Authority and for barristers means the Bar Council.

DESIRABLE CRITERIA (listed in order of importance and in accordance with the marks that will be awarded)

Capacity

DC1	Your capacity bid is for more than half the number of Qualifying Cases conducted in the Qualifying Period.
DC2	Your capacity bid is equal to half the number of Qualifying Cases conducted in the Qualifying Period.
DC3	You are willing to expand your capacity in line with client demand by: <ul style="list-style-type: none"> a) 100% of your capacity bid (VHCC numbers or hours); <u>or</u> b) 50% of your capacity bid (VHCC numbers or hours); <u>or</u> c) 20% of your capacity bid (VHCC numbers or hours).
DC4	You are applying for at least four VHCCs over the 18-month Panel term.

Experience

DC5	At least half of the Level A and Level B litigators in a Defence Team (at least one of which must be Level A) must have experience of: <ul style="list-style-type: none"> a) At least three Qualifying Cases, at least two of which must have been prepared to trial in the Qualifying Period; <u>or</u> b) 500 Qualifying Hours have been conducted by each Level A and Level B litigator in the Qualifying Period. <p>This includes VHCCs contracted prior to the change to 41 days.</p>
DC6	At least half of all Advocates nominated to act in a leading role must have experience of: <ul style="list-style-type: none"> a) At least three Qualifying Cases, at least two of which must have been prepared to trial in the Qualifying Period; <u>or</u> b) 500 Qualifying Hours have been conducted by each Advocate in the Qualifying Period. <p>This includes VHCCs contracted prior to the change to 41 days.</p>
DC7	Nominated Case Managers in a Defence Team must have experience of: <ul style="list-style-type: none"> a) At least three Qualifying Cases, at least two of which must have been prepared to trial in the Qualifying Period; <u>or</u> b) 500 Qualifying Hours have been conducted by each Case Manager in the Qualifying Period. <p>This includes VHCCs contracted prior to the change to 41 days.</p>

DEFINITIONS

“300/500 hrs of work on Qualifying Cases has been conducted ...in the Qualifying Period” - for Advocates - includes work undertaken on a case, where the work was conducted between 21 May 2004 and 4 June 2007. If the case is a VHCC, this is irrespective of the date on which the VHCC Individual Case Contract was signed, provided that (where the case involves a barrister) the barrister has signed a Barrister Acceptance Form applicable to the specific case. The 300/500 hours does not include travel or waiting.

“300/500 hrs of work on Qualifying Cases has been conducted ...in the Qualifying Period” - for Litigators (solicitors) - includes work undertaken on a case, where the work was conducted between 21 May 2004 and 4 June 2007. If the case is a VHCC, this is irrespective of the date on which the VHCC Individual Case Contract was signed. The 300/500 hours does not include travel or waiting.

“Access to email and the Internet” means that such electronic resources are available to all Defence Team members from within the premises in which they work.

“Adequately prepare a VHCC” means complying with all the obligations set out in the Contract.

“Advocate” means a barrister registered with the Bar Council of England and Wales as a practising barrister or a solicitor-advocate with a current Practising Certificate – both having rights of audience in the Crown Court.

“Advocates nominated to act in a leading role” means any Advocate who intends to act as leading counsel (i.e. leading junior or QC, not a led junior) in any particular case. In a case where there is authority for only one Advocate, the junior alone would be considered as “Advocate nominated to act in a leading role”.

“Barrister” means someone who is registered with The Bar Council of England and Wales as a practising barrister.

“Case Manager” means the Litigator or Advocate nominated by the applicant to lead members of the Defence Team on any particular VHCC. This person would normally, but not exclusively, be a Level A litigator or an Advocate nominated to act in a leading role.

“CCU” means the Complex Crime Unit of the LSC, responsible for managing all VHCCs.

“Change to 41 days” refers to a change in the Regulations²⁴ in 2004 when the contracting threshold for VHCC cases was amended to cover cases where the trial was likely to last for 41 days or more.

“Counsel” means Advocate.

“Defence Team” means the team of lawyers put forward by the applicant as being available to work on VHCCs. The Defence Team will consist of a number of Level A litigators, Level B litigators, Advocates and Level C fee earners. Certain members from the Defence Team will be listed in the Application Form as ‘key members’: Level A litigators, Level B litigators and Advocates. This list will form an annex to the Contract and will be revised as and when any key members change.

“Experience” means substantial involvement in the case. This would involve (but is not limited to) for example:

²⁴ The Criminal Defence Service (Choice in Very High Cost Cases) Regulations 2001.

- a) the overall supervision of the case; and/or
- b) sole control of a number of important elements of the case, such as:
 - (i) instructing experts;
 - (ii) taking the client's instructions;
 - (iii) instructing counsel;
 - (iv) identifying and dealing with complex legal issues;
 - (v) drafting legal argument documentation; or
 - (vi) trial preparation for/by counsel and/or advocacy.

Experience does not include (for Litigators or Advocates) travel or waiting or (for Litigators) attendance at trial.

“Level A litigator” must:

- a) be a solicitor, an employed barrister (i.e. a barrister employed by a firm) or a solicitor-advocate acting as a solicitor; and
- b) have 8 years' post-qualification experience; and
- c) either:
 - (i) during the last 3 years, have conducted a total of 1,050 hours of working on other serious crime cases; or
 - (ii) in any 2 of the last 3 years, have conducted a total of 700 hours working on other serious crime cases; or
 - (iii) have a particular specialism that is relevant and important to the case; or
 - (iv) have a combination of (c)(i) and (c)(iii), or (c)(ii) and (c)(iii).

For (c)(i) and (c)(ii) above, evidence that these hours have been met (by way of billing guides) must be provided to the CCU upon request. Solicitors and solicitor-advocates must have a current Practising Certificate.

“Level B litigator” must either be:

- a solicitor, an employed barrister (i.e. a barrister employed by a firm) or a solicitor-advocate acting as a solicitor, with less than 8 years' post-qualification experience; or
- a Fellow of the Institute of Legal Executives; or
- a fee earner with substantial knowledge and experience of criminal defence casework. Generally this would be expected to include 10 years' experience of criminal defence casework and some experience of serious and complex criminal cases.

Solicitors and solicitor-advocates must have a current Practising Certificate.

“Level C fee earner” must either be:

- a trainee solicitor; or
- a pupil barrister; or
- a legal executive (although note the criteria for a Level B litigator above); or
- any other person conducting fee-earning work.

“Litigator” means any person that satisfies the definition of a Level A or Level B litigator as stated above.

“Panel Member” means the organisations appointed to the Very High Cost Case (Crime) Panel, responsible for allocating Defence Teams (including Panel Advocates) to carry out VHCC Work.

“Panel Advocate” means self-employed Advocates appointed to the Very High Cost Case (Crime) Panel, responsible for carrying out VHCC Work as part of a Panel Member's Defence Team.

“Peer Review” means the direct independent assessment, by experienced peer practitioners, of the quality of work carried out by publicly funded providers of legal services.

“Prepared to trial” - for Advocates - means that, where possible, all pre-trial work (e.g. defence statements, section 8 applications, consideration of unused material etc) has been completed and the Advocate has:

- a) identified the key issues/points to be raised during the Crown’s case;
- b) a well formed idea of whether there will be a submission of no case to answer;
- c) a well formed idea of the defence trial strategy;
- d) properly considered cross-examination;
- e) prepared, as far as is reasonably possible, all legal arguments that are anticipated;
- f) properly read and considered the client’s proof of evidence;
- g) prepared, as far as is reasonably possible, the examination-in-chief; and
- h) made provisional decisions as to which witnesses will be called for the defence.

“Prepared to trial” - for Litigators - means that the client’s final proof of evidence has been prepared for Counsel.

“Qualifying Cases” means:

- (a) VHCCs where the Individual Case Contract was signed by the applicant organisation during the Qualifying Period;
- (b) legally aided cases (not contracted as VHCCs) where the Representation Order was granted during the Qualifying Period and where the actual trial length in those cases lasted 41 days or longer; and
- (c) legally aided cases where the Representation Order was granted during the Qualifying Period, which were notified to the CCU with trial estimates of over 40 days and where the CCU acknowledged the case was a VHCC but decided not to contract (this must be evidenced by written communication from the CCU).

“Qualifying Hours” means: if a case fails to meet the Qualifying Case criteria because the Individual Case Contract was signed before the Qualifying Period or because a non-contracted case fails to meet (b) or (c) under that definition because the Representation Order was granted before the Qualifying Period, the hours worked on the case during the Qualifying Period may be claimed as part of a Litigator’s/ Advocate’s hours-based experience. In these circumstances, an applicant cannot claim the case as a Qualifying Case for the purposes of calculating the size of their bid.

“Qualifying Period” means 21 May 2004 to 4 June 2007.

“Regulatory Body” for solicitors and solicitor-advocates means the Solicitors Regulation Authority and for barristers means the Bar Council.

“Transact with the CCU” means interact and communicate with the CCU.

“VHCC” or **“Very High Cost Case (Crime)”** is currently defined as any case where the trial is likely to last for 41 days or more. Between 1 April 2004 and 1 August 2004 (when the VHCC criteria was changed) VHCC cases included cases where the trial was likely to last between 25 and 40 days or the total defence costs were likely to exceed £150,000. For the avoidance of doubt applicants may include any case contracted by the CCU subject to the following exceptions:

- cases contracted by the CCU which subsequently transfer to another approved payment scheme;

- cases contracted by the CCU which subsequently transfer to another firm where less than 24 weeks (two stages) were conducted; and
- cases contracted by the CCU where a supervisor consultancy agreement is in place. These cases can only be included where the applicant is the main firm conducting the case (i.e. not the supervising firm).

For the purposes of meeting the “Selection Criteria”, cases may (a) be ongoing at the start of the Panel application process or (b) have concluded after 21 May 2004. These cases may not have commenced after the date of publication of the Invitation to Tender (i.e. 4 June 2007).

Cases do not need to have proceeded to trial unless otherwise stated as part of the criteria.

“**VHCC contract**” means a Very High Cost Case (Crime) contract managed by the CCU (under the existing VHCC contracting scheme).

“**VHCC Work**” means criminal defence work conducted for clients on VHCCs according to the terms of the Panel Member’s and Panel Advocate’s Contracts.