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Dear Sirs

**Very High Cost Case (Crime) Panel Contract Documentation – Subject to Contract
Panel Advocate’s Contract**

Further to our letters of the 6th and 20th February 2008, our consultation on the contract amendments has now come to an end. As mentioned in our letter of the 6th February, our proposal in the consultation was to amend the Panel Contracts to enable the Panel to proceed, despite the fact that an insufficient number of Advocates had signed their Contracts.

We have made some further amendments to the Panel Member’s and Panel Advocate’s Contracts as a result of the consultation responses. You can view our response to the consultation together with versions of the Contract documents which show the changes we have made (including post-consultation amendments) on our website:

<https://consult.legalservices.gov.uk/inovem/consult.ti/CarterVHCC/listdocuments>.

Further Contract Amendments

The LSC has made a number of further clarifications and amendments to the Panel Advocate’s Contract to reflect the following issues mentioned in Richard Collins’ letter to Tim Dutton of 17th January 2008 (you can view a copy of that letter on the above website):

- The obligation on Panel Advocates to accept instructions on VHCCs. We have altered the Contract (at clause 4.2A) to clarify that a Panel Advocate’s acceptance of cases depends on his/her availability and competence.
- Distant Travel arrangements. We have altered the Contract (at clause 4.2B) to clarify that advocates are not obliged accept cases that may be considered “distant”.
- Access to Electronic Diaries. We have amended the contract at clauses 13.3, 13.4 and 21.1.2 to remove the requirement to hold and give access to electronic diaries (i.e. forward planners).

We would also refer you to the advice from the Professional Practice Committee of the 13th February 2008 (which can be found on the Bar Council website). This states

that “nothing in the January clarification issued by the Legal Services Commission appears to go beyond the normal application of the “cab rank” rule”.

We have addressed the above issues which caused concern to the Bar Council (and its members) and we are repeating the offer of a Panel A Advocate Contract to all those Advocates who were members of successful tenders. We hope that Advocates will see that there are substantial benefits to signing a Panel Advocate’s Contract.

Impact on Advocates

If Advocates do not wish to accept the contracts they will be permitted to undertake VHCC work as a Non-panel Advocate only when there is no Panel Advocate able to accept instructions on a VHCC, however they should be aware that they:

- will not benefit from direct payment by the LSC
- will be paid by Panel Members (i.e. solicitors) the fees that they have negotiated with that Panel Member on an agreed case by case basis.

Advocates wishing to sign a Panel Advocate Contract.

Advocates wishing to sign the contract should download the contract from our website following the above link and ensure that the table on page 5 of the Panel Advocate’s Contract is completed.

The Panel Advocate’s Contract should be signed and dated on page 27. Once signed, please make a copy of the document, retain the copy and return the original to the VHCC Panel Tender Project team no later than **12 noon on 14 March 2008**.

Please note that you only need to sign one Panel Advocate’s Contract, even if you have been listed as an advocate on a number of successful applications by different Panel Member firms.

If you have any queries please contact Cris Scotter at the above address or by email: cartervhcc@legalservices.gov.uk.

Yours sincerely

VHCC Panel Tender Project Team