



Legal Aid
Agency

Central Commissioning Team
8th Floor, Zone C, (8.38),
102 Petty France, London,
SW1H 9AJ
DX 328 – London

E Crime.Contracts@legalaid.gsi.gov.uk

www.gov.uk

By Email Only

10 June 2016

For the attention of the Contract Liaison Manager

Dear Sirs,

ACTION REQUIRED BY 23.59 HOURS ON THURSDAY 30 JUNE 2016: Crime Contingency Contract - offer of contract extension

We confirmed in our recent crime news release our provisional plans for the procurement of crime legal aid services following completion of our contract consultation with representative bodies. In accordance with those plans, the intended commencement date for services under the replacement crime contract is 1 April 2017.

You hold a Crime Contingency Contract which is due to expire automatically on 10 January 2017. This letter contains the terms of the offer of an extension to your Crime Contingency Contract.

The extension is necessary to allow the tender and mobilisation period to be completed and to ensure continuity of crime services from 11 January 2017 to the point of service commencement under the replacement crime contract.

If you wish to continue carrying out the crime services (Contract Work) you are currently authorised to provide under the Crime Contingency Contract beyond 10 January 2017, you must notify us of your acceptance of the offer as set out below.

Interpretation

In this letter (“**Offer Letter**”) the following expressions have the following meanings:

“**Crime Contingency Contract**” means the contract for mainstream legal aid crime services which you currently hold;

“**Deadline**” means 23.59 hours on Thursday 30 June 2016, being the time and date by which you must notify us of your acceptance of the Offer subject to the requirements of this Offer Letter;

“**Contingency Extension Period**” means the period from 11 January 2017 to 31 March 2017;

“Offer” means the offer to you of an extension to the term of the Crime Contingency Contract from 11 January 2017 as set out in this Offer Letter; and

For clarity of interpretation:

- any terms which are capitalised but not defined within this Offer Letter bear the meaning given to them in the Crime Contingency Contract (as varied under the Offer, where applicable); and
- references to “paragraphs” are to paragraphs of this Offer Letter.

The provisions of this Offer Letter shall operate as a variation to the terms of the Crime Contingency Contract. In the event of any conflict between any of the provisions of this Offer Letter and any of the provisions of the Contract Documents, the conflict will be resolved by this Offer Letter taking priority over the Contract Documents and the Contract Documents retaining their order of priority as set out in Clause 12 of the Contract Standard Terms.

Offer

We are now offering you, and the other providers who hold the Crime Contingency Contract, the opportunity to continue carrying out the same Contract Work you are currently authorised to provide under that contract for the Contingency Extension Period.

This Offer is made to you in consideration of and conditional upon your acceptance of and compliance with the following terms:

1. The provisions at Clauses 8-11 of the Contract for Signature shall be varied so that:
 - 1.1 Contract Period includes the Contingency Extension Period; and
 - 1.2 the Crime Contingency Contract will expire automatically at midnight on 31 March 2017.
2. Where you wish to accept the Offer, including an allocation of Duty Slots on the basis of your current eligibility for Scheme membership, you must complete the Offer acceptance form below and return it to us by the Deadline.
3. The Schedule End Date shall be varied so that the new Schedule End Date of your Schedule will be 31 March 2017.
4. The contingency extension effected under this Offer will be effective on and from the date you accept it. For the avoidance of doubt, you shall be obliged to undertake Contract Work in accordance with the Crime Contingency Contract as varied under the provisions set out in this Offer Letter during the Contingency Extension Period. Providers wishing to refresh their existing duty rota membership from 1 October 2016 will be invited to do so shortly through the usual CRM12 process. You may not apply for additional Duty Schemes for the Contingency Extension Period, but you may request additional Duty Slots for new Duty Solicitors as part of the CRM12 Rota refresh process.
5. You must complete and sign the Offer acceptance form below and email a copy to us at crime.contracts@legalaid.gsi.gov.uk by the Deadline (23.59 hours on Thursday 30 June 2016).

If you do not accept this Offer by the Deadline (23.59 hours on Thursday 30 June 2016) your Crime Contingency Contract will expire at midnight on 10 January 2017 and you will not be entitled to undertake and be paid for Contract Work from 11 January 2017.

If you have any questions concerning the content of this Offer Letter, please contact your Contract Manager.

Yours faithfully,

A handwritten signature in black ink, appearing to read 'Hugh Barrett'.

Hugh Barrett
Director of Legal Aid Commissioning and Strategy

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OFFER ACCEPTANCE FORM:

TO BE COMPLETED AND EMAILED TO crime.contracts@legalaid.gsi.gov.uk by 23.59 hours on Thursday 30 June 2016

Provider principal (“lead”) Office Legal Aid Agency Account Number:

.....

I [provider to insert: names(s) of provider signatory (ies)]

.....

.....

for [full name of provider to be inserted]

.....

ACCEPT the terms of the Legal Aid Agency’s Offer of an extension of the Contract Period of my Crime Contingency Contract from 11 January 2017 as set out in its Offer Letter dated 10 June 2016 and I confirm that my organisation wishes to maintain its membership of the Duty Solicitor Schemes it is currently eligible for.

For the avoidance of doubt, although only my principal or “lead” Office Legal Aid Agency account number is cited, where my organisation has more than one Office, I understand that my acceptance of this Offer applies to **all** Offices under my Crime Contingency Contract (and that, therefore, I do not need to complete a separate Offer acceptance form for each such Office).

Signed by Date.....

Signed byDate.....

By signing above, you acknowledge and agree to be bound by the terms and conditions of the Offer and the terms and conditions of the Crime Contingency Contract as varied by the Offer.

This Offer must be signed for you by a person who can bind you to it. If you are a partnership, a partner must sign. If you are a sole practitioner solicitor, the sole practitioner (principal) must sign. If you are a company, a director must sign. If you are a limited liability partnership, a designated member must sign. If you are an unincorporated charity, two trustees must sign.