



Legal Aid
Agency

2013 VHCC Accreditation Process

**INFORMATION FOR APPLICANTS
(for self-employed advocates)**

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Section 1: Overview

What are we inviting your application for?

- 1.1 The Lord Chancellor, acting through the Legal Aid Agency is inviting Advocates to submit an application for a Very High Cost (Crime) Case (VHCC) Accreditation. The Accreditation will enable the self-employed advocate to enter into a VHCC Contract (the VHCC Contract) to carry out publicly funded very high cost criminal defence services (VHCC services) for eligible clients where their case is classified as a VHCC and public funding has been granted.

What does this Information for Applicants (IFA) cover?

- 1.2 This IFA contains the information, instructions, rules and conditions that will govern the application process for the VHCC Accreditation for self-employed advocates (see **Section 3** for documents related to this application). Those advocates invited to apply must read and comply with all instructions and rules contained in the Application Documents and the Terms and Conditions of Application (see **Section 8**).
- 1.3 It is important to highlight at the outset that whilst we use procurement terminology (e.g. pre-qualification questionnaire, invitation to tender etc) throughout the VHCC Accreditation documents, the 2013 VHCC Accreditation Process is a registration exercise and not a tendering exercise. We use this terminology in order to be consistent with the use of the terms in the E-accreditation System and for this reason only.

Who may submit applications?

- 1.4 Only those self-employed advocates, who have been or are due to be instructed on a VHCC where the a case is classified on or after 1 April 2013 and where the trial estimate for the case is over 60 days, will be invited by us to apply. Having been notified of the name(s) of the self-employed advocate(s) instructed or due to be instructed, we will write to the self-employed advocate(s), inviting them to apply for VHCC Accreditation. Applications received by any other advocate will not be considered. Any further reference in this document to 'advocate' will mean 'self-employed advocate' unless otherwise stated.

How does an advocate submit an application?

- 1.5 We will only accept applications submitted through our E-accreditation System which can be accessed at <https://legalaid.bravosolution.co.uk/> (see **Section 6**).
- 1.6 There are two application forms (one for organisations and one for self-employed advocates) covering VHCC work which are published on our E-accreditation System. Advocates must use the application form for self-employed advocates.

- 1.7 Please note this is a process for self-employed advocates. Advocates employed by an organisation must apply as part of their organisation's application.

What does a completed application consist of?

- 1.8 A completed application consists of a response to the VHCC Self-employed Advocate Pre-Qualification Questionnaire (PQQ).

When can the advocate submit their application?

- 1.9 The advocate may submit their application from the date of the letter issued by us inviting the advocate to apply for VHCC Accreditation.

When is the deadline for submitting the application?

- 1.10 There is no closing date or time for submitting an application. However, we will not be in a position to offer a VHCC Contract to the advocate until such time as they hold the accreditation. The advocate is therefore encouraged to apply upon receipt of the invitation in order to minimise delay.

How will applications be assessed?

- 1.11 Applications will be assessed by the LAA in accordance with the process set out in **Section 7**.

What happens if an application is successful?

- 1.12 The purpose of the application process is to accredit those advocates able to deliver VHCC services. The outcome for those successful advocates is obtaining an Accreditation Notice. The award of the VHCC Contract is not an outcome of this application process.
- 1.13 The award of a VHCC Contract will only take place when an advocate, in possession of a VHCC Accreditation Notice, is instructed on a case that is classified by us as a VHCC where the trial is estimated to last more than 60 days. Unless exceptional circumstances apply, only those advocates that are in possession of a VHCC Accreditation Notice will be eligible for a VHCC Contract.
- 1.14 A VHCC Accreditation Notice is issued in two stages: a Conditional Accreditation Notice and a Full Accreditation Notice. If an application is successful, the LAA will issue a Conditional Accreditation Notice. This Notice is confirmation that the advocate satisfies Criteria 1 to 12 inclusive of the Eligibility Criteria in Annex A and that they have committed to only accept instructions on a case classified as a VHCC where they are appropriately qualified and skilled to act in that case in accordance with the Relevant Professional Body's Code of Conduct (Criteria 13 of the Eligibility Criteria in Annex A).

- 1.15 The Conditional Accreditation Notice becomes a Full Accreditation Notice for a case when, at the start of the VHCC Contract, the LAA confirms that the instructed advocate is appropriately qualified and skilled to act in that case.
- 1.16 The Full Accreditation Notice will only apply to that case. Therefore, the Accreditation Notice remains conditional for any future VHCC, i.e. the advocate will be asked to confirm that they continue to satisfy Criterion 13 each time they are offered a VHCC Contract.

What happens if an application is unsuccessful?

- 1.17 If an application is unsuccessful (following the outcome of any reassessment), unless exceptional circumstances apply, the Applicant must not submit a new application within six months of the date of an unsuccessful application.
- 1.18 Where **paragraph 1.17** applies, Applicants may seek prior authorisation from the LAA to reapply during this six month period by providing exceptional circumstances in writing through the online secure messaging tool (see **Section 2**) before submission of the new application.
- 1.19 Where **paragraph 1.17** applies, we will not consider any application submitted where the Applicant has not obtained prior authorisation from the LAA in accordance with **paragraph 1.18**.

Section 2: About this IFA and the application process timetable

Structure

- 2.1 This IFA sets out information about the documentation required for this application as well as information about criminal legal aid, quality standards, the CDS, how to respond to the PQQ and the assessment and reassessment process.

Terms and Conditions of Application and Definitions

- 2.2 **Section 9** explains the definitions of key phrases used throughout this IFA and the Application Documents. **Section 8** contains the Terms and Conditions of the Application governing the application process. Applicants should familiarise themselves with these terms and conditions.

Asking questions

- 2.3 During the application process there will be two different channels through which to direct questions depending on the nature of the query. The two different question types are:
- Questions about the content of this IFA or the PQQ.
 - Technical questions about how to use the E-accreditation System.

Questions about this IFA or the PQQ

- 2.4 If Applicants have any questions about this IFA or the PQQ they may submit them at any time on the E-accreditation System.
- 2.5 All questions must be submitted using the online secure messaging tool within the E-accreditation System (see **Section 6** for more detail about e-accreditation).
- 2.6 Questions that we consider to be of wider interest will be collated and answered centrally in writing to ensure that all interested parties have equal access to information in the answers. These questions and answers will be published on the VHCC Accreditation pages of our website in a Questions & Answers (Q&A) document.

Questions about how to use the E-accreditation System

- 2.7 We will offer a helpdesk to provide technical support to Applicants using the E-accreditation System. However, the helpdesk is **unable** to assist with problems with Applicants' own computer hardware or systems - for these types of issues Applicants should contact their usual IT support.

2.8 Questions should be emailed to the following email address: help@bravosolution.co.uk. Alternatively, the telephone number for the helpdesk is 0800 368 4850.

2.9 We recommend that Applicants complete their applications early so that they can identify any areas where they need help as soon as possible.

Timelines

2.10 The following timetable is provided by way of a **guide** to the VHCC Accreditation Process and the planned turnaround times. Please note however that submission of a significant number of applications at any one time may delay the assessment process.

Activity	Guide time
Advocate invited to apply for Accreditation	Upon notification of instruction or intention to instruct
Advocate submits response to PQQ	At any point from date of invitation
PQQ and VHCC ITT assessed by us	One week
Applicant Organisation emailed if clarification is required	Upon completion of assessment period
Time for Applicant to consider and provide response to clarification email	One week
Response to clarification email considered	48 hours
Applicant notified of decision: <ul style="list-style-type: none"> • Successful Applicant to receive a Conditional Accreditation Notice • Unsuccessful Applicant to receive a letter setting out our decision 	Upon completion of assessment period or following consideration of response to clarification email

Section 3: Documents related to this IFA

Application Documents – Applicants MUST read these before submitting their application

Name	Description	Location
Information for Applicants (IFA)	Sets out the information, instructions, rules and Terms and Conditions of Application relating to the VHCC Accreditation.	VHCC Accreditation page of our Website.
Pre-Qualification Questionnaire (PQQ)	Includes: (1) Series of questions; and (2) Applicant Information Form.	PQQ pages on the e-accreditation portal accessed via the VHCC Accreditation page of the our Website

Supporting documents

Name	Description	Location
VHCC Contract	All Contract documentation: – Contract for Signature – Standard Terms – Specification	VHCC Accreditation page of our Website.
VHCC Standard Forms and Documents	All template documents used to notify, make requests, claim and report data to LAA	Crime High Cost Cases page of our Website.
Application Q&A document	Questions and answers of wider interest to Applicants.	VHCC Accreditation page of our Website.
e-accreditation guidance ¹	Guidance on how to use the E-accreditation System	“Technical Support and Guidance” section on the e-accreditation portal accessed via the VHCC Accreditation page of our Website.

¹ In addition to our e-accreditation guidance, our provider of the E-accreditation System, has its own supplier helpdesk which can be accessed through clicking on the '?' options on the E-accreditation System. This supplier helpdesk contains technical support which may assist you further.

Section 4: About the Legal Aid Agency and legal aid

About the Legal Aid Agency

- 4.1 The Legal Aid Agency (LAA) is responsible for delivering legal aid (publicly funded advice and representation), on behalf of the Lord Chancellor, through high quality service providers to people with legal problems in England and Wales.
- 4.2 The LAA is an Executive Agency of the Ministry of Justice. The Lord Chancellor and the Secretary of State for Justice is accountable to Parliament for the LAA's activities and performance, and also appoints a board of non-executive Commissioners to oversee its work.

About legal aid

- 4.3 Legal aid enables people to safeguard their rights and address their legal problems. Our work is therefore essential to the fair, effective and efficient operation of the civil and criminal justice systems.

Criminal Legal Aid

- 4.4 Criminal legal aid ensures that many people under police investigation or facing criminal charges can get legal advice and representation. By ensuring that people accused of crimes have access to legal advice and representation, criminal legal aid also helps the police and courts operate fairly and efficiently. Criminal legal aid is administered and delivered by the Legal Aid Agency acting on behalf of the Lord Chancellor.
- 4.5 Subject to a means and merits test in certain areas, criminal legal aid offers:
- Advice and assistance from a provider on criminal matters.
 - Legal advice from a provider at the police station during questioning.
 - The cost of a provider preparing a case and initial representation for certain proceedings at a magistrates' court or Crown Court.
 - Full legal representation for defence in criminal cases at all court levels.
 - Legal advice and representation at magistrates' court.
 - Legal advice and representation for Prison Law and Appeals and Review work.

Client choice

- 4.6 While providers have contracts which enable them to claim payment for criminal legal aid work, neither the Lord Chancellor nor the Legal Aid Agency controls the allocation of cases or work. Clients are free to choose, from those

providers with a legal aid contract, a legal representative of their choice to advise or represent them.

VHCC Arrangements 2013 and the VHCC Contract

- 4.7 The VHCC Arrangements 2013 and the 2013 VHCC Crime Contract govern the VHCC scheme for those cases classified as VHCCs on or after April 1st 2013.
- 4.8 Any case already classified as a VHCC and conducted as such prior to April 1st 2013 will continue to be governed by the terms of the scheme in accordance with which it was classified.
- 4.9 The VHCC Arrangements 2013 set out the process that needs to be followed Pre-Contract for these cases and include: obligations to notify the Legal Aid Agency of a case likely to meet the VHCC criteria; the Eligibility Criteria for gaining the VHCC Accreditation; the classification and contracting process; and the rules and conditions relating to work conducted during the Pre-Contract stage of the case.
- 4.10 Upon a case being classified as a VHCC, we will commence the contracting process set out in the VHCC Arrangements 2013. The VHCC Contract is split into:
- Contract for Signature
 - Standard Terms (govern the relationship between us and the provider)
 - Specification (governs how work should be delivered, the service standards that providers must meet, the rules relating to claiming, assessment and remuneration and the appeals process).
- 4.11 All the contract documentation (and guides) are available at <http://www.justice.gov.uk/legal-aid/areas-of-work/crime/crime/vhcc-accreditation> and we would strongly recommend that Applicant Organisations familiarise themselves with the terms of the VHCC Contract prior to applying.

Who we will contract with

- 4.12 Applications are welcome from only those self-employed advocates instructed or due to be instructed on cases classified as VHCCs for advocates (i.e. where the trial estimate for the case is in excess of 60 days).

Legal status of applicants, mergers, subcontracting and consortia bids

- 4.13 We will only contract with an individual, self-employed advocate for the purposes of providing VHCC criminal defence services. Should self-employed advocates wish to join up with others it will be necessary to form a single legal entity to provide the advice services required and submit an application for VHCC Accreditation using the application form for organisations. For further information about the process for organisations please see the VHCC Accreditation page of our Website.
- 4.14 We will not accept subcontracting arrangements (e.g. where another advocate is paid to deliver part of the service); instead, Applicants must be able to provide all the services they apply for, without the need to refer work to other individuals or organisations.

Section 5: About VHCCs

Introduction

5.1 As stated earlier in this IFA, the outcome of the VHCC Accreditation Process will be the issuing of a Conditional Accreditation Notice. However, it is important for all Applicants to read and understand the Contract Documents they may be awarded should they be successful in obtaining VHCC Accreditation and subsequently be instructed on a case classified as a VHCC. This section therefore outlines the VHCC services governed by those Contract Documents.

VHCC services

5.2 The rules governing how VHCC services should be delivered by self-employed advocates are set out in the VHCC Arrangements 2013 and the 2013 VHCC Contract (for self-employed advocates).

5.3 From 1st April 2013, all cases classified as VHCCs will operate on an individual cases by case basis. Only those self-employed advocates that hold a Full Accreditation Notice will be eligible to contract with us for their work on the VHCC.

5.4 For those self-employed advocates that have worked under a VHCC Panel Advocate Contract and/or under the pre-VHCC Panel arrangements, there are no significant changes to the way in which the scheme will operate. For Applicants new to VHCCs and for the sake of completeness, below is a brief summary of the scheme.

Summary of the VHCC scheme

5.5 This is a summary of the VHCC scheme as it applies to a case where both the litigator and advocate are working under a VHCC Contract.

5.6 Pursuant to The Criminal Legal Aid (Remuneration) Regulations 2013, all organisations are under an obligation to notify any case on which they are instructed that is likely to meet the VHCC criteria. Upon notification, we will determine whether, in our opinion based on the information available, the case satisfies the VHCC criteria and ought to be classified as a VHCC. We will also determine whether the case satisfies the VHCC criteria for advocates.

5.7 Following classification of a VHCC for advocates and the signing of a VHCC Contract, at the outset of the case the organisation's VHCC Supervisor and the VHCC Case Manager assigned to the VHCC (and where applicable, the instructed advocate) will enter negotiations on the category of case. A VHCC will fall into one of four categories. The category will determine the hourly rate of remuneration for each fee earner and advocate working on that VHCC. For further information on the VHCC categorisation criteria please see Annex B of the VHCC Arrangements 2013.

- 5.8 The scheme operates on the principle that all work to be done on a VHCC must be agreed in advance of the work being undertaken. Having agreed the category, the case is divided into three-monthly stages and at the start of each stage the VHCC Supervisor submits a task list setting out, item by item, the work required and time to conduct that work in order to further the defence case over the course of the three-month period.
- 5.9 The assigned Case Manager and the VHCC Supervisor (and where applicable, the instructed advocate) then negotiate the work and hours requested based on reasonableness and necessity. Throughout the stage, the VHCC Supervisor and the Case Manager will then amend the task list (by agreement) to take account of new and/or further items of evidence or additional work that was not foreseeable at the outset of the stage.
- 5.10 At the end of each stage the VHCC Supervisor then submits the organisation's claim for the work done and the advocate submits their claim for their work. Provided the work done falls within the item of work and time agreed, the LAA would pay the claim after audit. With the claim for work, the VHCC Supervisor will also submit a new task list for the next three-monthly stage of the case and the negotiation starts afresh.
- 5.11 The stage of the case that includes the work at trial will follow the same general principle but tends to offer greater flexibility to those conducting the work at this stage. For example, rather than agreeing very specific items of work, Case Managers will tend to agree weekly allowances and/or ratios for reading evidence served. This is to avoid any unnecessary and often burdensome administration during the trial stage of the case.
- 5.12 The VHCC scheme also includes work undertaken post trial, at sentencing and/or confiscation hearings. These are dealt with as separate stages of the case and will follow the same strict principles as pre-trial stages.

Section 6: How to submit an application using the E-accreditation System

Introduction

6.1 This section covers how Applicants must submit a completed application and how to use the E-accreditation System to do so.

6.2 A completed application will consist of a response to the PQQ:

The E-accreditation System

6.3 E-accreditation is an electronic application process used increasingly by Government and private organisations to procure contracts and commission services. It replaces paper-based forms and uses a secure internet site as a platform through which interested parties can submit applications. It also offers a secure messaging service enabling Applicants and the LAA to communicate with each other throughout the application process.

6.4 E-accreditation offers many advantages over paper-based systems including:

- access to all relevant documents in one place
- secure portal through which to submit applications and send/receive communications
- instant submission with no risk associated with postal failure
- automatic acknowledgement of receipt
- full audit trail of all transactions.

Registration

6.5 To use the E-accreditation System Applicants will need to register onto the system. To do this, Applicants should go to <https://legalaid.bravosolution.co.uk/>. Once Applicants have registered they will receive an automated email sent to their registered email address detailing their username and password to enable them to log into the system in future. For more information on how to use the E-accreditation System please see the 'Technical Support and Guidance' on the e-accreditation portal. If required, Applicants can access this information from the e-accreditation front page before registering.

Pre-Qualification Questionnaire

6.6 The PQQ's purpose is to enable us to assess whether an Applicant meets our minimum standards of suitability for a publicly funded legal aid contract and to gather certain other information about the Applicant.

6.7 The PQQ covers the following areas:

- Are there any mandatory grounds for rejection of the Applicant under regulation 23(1) of the Public Contracts Regulations 2006 (Applicants convicted of conspiracy, bribery, fraud, money laundering)?
- Requirement to have one year's managerial experience and three years' experience of delivering specialist legal advice
- Requirement to have a complaints process, and no history of complaints being upheld and sanctions applied by a regulatory/complaints body, or upheld professional negligence claims, in the last 3 years (in relation to publicly funded areas of law only)
- Requirement to have appropriate professional indemnity, public liability and employers' liability insurance cover
- Requirement to comply with workplace legislation (data protection, equalities and health and safety at work) by having appropriate policies and procedures
- Business conduct including interventions and adverse findings by regulatory bodies, bankruptcy/insolvency, terminations for fault of public sector contracts, criminal convictions and failures to repay money owing on public sector contracts
- Confirmation that the Applicant has met their tax, VAT and NI liabilities
- Confirmation that the Applicant will meet the quality standard

6.8 A full version of the PQQ can be found on the E-accreditation System through the 'PQQs open to all suppliers' link.

6.9 Some answers to PQQ questions will be assessed on a pass/fail basis and do not offer an opportunity for Applicants to give further exceptional circumstances. In relation to these types of questions the requirement to have the required experience is absolute and is a mandatory ground for failing the PQQ.

6.10 Other questions on the PQQ provide an opportunity to set out exceptional circumstances where an Applicant considers that it cannot meet the requirements but that exceptional circumstances apply which mean that the Applicant should be considered by us as still meeting the PQQ requirement.

6.11 It is the Applicant's responsibility to ensure that it makes full use of this opportunity in order to provide comprehensive details of any exceptional circumstances. We are under no obligation to seek further information or clarify a response – and will not do so where in our opinion this would give an Applicant an unfair opportunity to improve their response.

6.12 The opportunity to give exceptional circumstances cannot be used to provide other supplementary information to an Applicant's PQQ. Information incorrectly submitted, as exceptional circumstances that is intended only to enhance an Applicant's bid, will not be considered.

6.13 If an Applicant fails any PQQ question, the PQQ will be unsuccessful.

- 6.14 The PQQ also asks for information about financial sustainability and equalities and diversity through an Applicant Information Form. This information is not assessed (and the form is non-mandatory at the time of submitting the application), although we may use the financial sustainability information to inform future contract management. However, if Applicants do not submit this form at the time of application and are subsequently awarded a contract following assessment of the application, we will require Applicants to provide this information as part of the terms of the contract.
- 6.15 Therefore we do encourage Applicants to complete and attach a completed Applicant Information Form. However, where an Applicant Information Form is not uploaded and submitted as part of an application, it will not result in an application being rejected. Guidance about filling out the financial section of the Applicant Information Form is available at <http://www.justice.gov.uk/legal-aid/areas-of-work/crime/crime/vhcc-accreditation>

Declarations

- 6.16 Applicants must confirm that the information provided in the PQQ is accurate to the best of their knowledge, information and belief. Applicants must also confirm that they understand that if they have not answered every question, the application may be rejected; further, that any material inaccuracy or omission in the information provided may lead to the application being treated as invalid and/or any Accreditation Notice issued being withdrawn or amended by us.
- 6.17 Applicants must also declare that the person(s) involved in the preparation and collation of the application form were/are in no way, associated with the initial preparation by us of the Accreditation documentation or with the subsequent evaluation, assessment, analysis, management and decision making process of the application.

What happens once a response to the PQQ is ‘published’?

- 6.18 Responses submitted will be treated as open applications. This means that LAA staff will be able to open any responses immediately after submission.
- 6.19 Therefore, once submitted, an Applicant will not be able to amend their application.
- 6.20 Responses will be automatically acknowledged when they are submitted.

Section 7: How the applications will be assessed

Opening procedure

- 7.1 LAA staff will be able to open responses submitted by Applicants immediately after submission. A staff member authorised to do so will open responses.

PQQ assessment

- 7.2 The PQQ consists of a series of yes/no questions that are designed to test compliance with our requirements.
- 7.3 We expect all Applicants to confirm compliance with all of our PQQ requirements. If an Applicant fails any question in the PQQ then they will not be considered further and their application will be unsuccessful.
- 7.4 We will assess on the basis of the latest information included in the response to the PQQ submitted to us.

Issuing the Accreditation Notice

- 7.5 We will notify Applicants electronically via the E-accreditation System whether an application has been successful. If an application is successful, the LAA will issue a Conditional Accreditation Notice. The Notice is confirmation that the Applicant satisfies Criteria 1 to 12 inclusive of the Eligibility Criteria at Annex A and that they have committed to only accept instructions on a case classified as a VHCC where they are appropriately qualified and skilled to act in that case in accordance with the Relevant Professional Body's Code of Conduct.(Criteria 13 of the Eligibility Criteria in Annex A).
- 7.6 The Conditional Accreditation Notice becomes a Full Accreditation Notice for a case when, at the start of the VHCC Contract, we confirm that the instructed advocate is appropriately qualified and skilled to act in that case.
- 7.7 The Full Accreditation Notice will only apply to that case. Therefore, the Accreditation Notice remains conditional for any future VHCC, i.e. the advocate will be asked to confirm that they continue to satisfy Criterion 13 each time they are offered a VHCC Contract.

Reassessment

- 7.8 Where an application (or any part it) is unsuccessful or rejected, the Applicant will be given written reasons as to why it was unsuccessful or rejected.
- 7.9 There will be no right to apply for a reassessment against a decision to reject an application if it is incomplete.
- 7.10 There will be a right to apply for a reassessment if an application is unsuccessful in the following circumstances:

- (a) where the Applicant does not pass the PQQ;
- (b) where the Applicant does not comply with paragraph 8.2 **and** a notice that the application is unsuccessful stipulates a right to apply for a reassessment.

7.11 Applications for reassessment will only be accepted if made through the E-accreditation System and must be received prior to the applicable deadline(s) set out in the table below. An application for reassessment submitted after the applicable deadline, in any other form or by any other method will not be considered.

Where appropriate, Applicant Organisation to submit application for reassessment	Within one week of receipt of decision
LAA Principal Legal Advisor to consider application for reassessment and follow procedure set out at 9.13 of this IFA.	Determination made within one week of receipt of the application for reassessment

7.12 The LAA Principal Legal Advisor will review all applications for reassessment, and will determine the procedure and will decide whether to invite or require any further information from the Applicant, before making a determination.

7.13 There will be no further right to apply for reassessment.

Section 8: Terms and Conditions of Application

- 8.1 The Applicant's participation in the accreditation exercise for publicly funded VHCC criminal defence services covered by the VHCC Contract (for self employed advocates) is governed by these Terms and Conditions of Application. The Applicant must also comply with the User Agreement governing use of the LAA E-accreditation System and all rules and instructions set out in any Application Document.
- 8.2 Submission of an application which fails to comply with any Terms and Conditions of Application, User Agreement or other rules and instructions shall, without affecting the Applicant's liability for non compliance, entitle us to reject an application, assess the application as unsuccessful and/or entitle us not to proceed with any decision made to issue the Applicant an Accreditation Notice or entitle us to withdraw the Accreditation Notice.
- 8.3 By submitting an application, the Applicant is acknowledging they have read and understood the VHCC Arrangements 2013 and the VHCC Contract.
- 8.4 The Applicant acknowledges that the issuing of a VHCC Accreditation does not guarantee any amount of VHCC Work. VHCC Work is dependent on successful Applicants attracting clients.
- 8.5 All applications and applications for reassessment must be submitted on the E-accreditation System at www.legalaid.bravosolution.co.uk. An application or application for reassessment submitted in any other form, or by any other method, will not be considered.
- 8.6 For an application to be complete, it must consist of a response to the Pre-Qualification Questionnaire.
- 8.7 The Applicant must not amend or alter any document comprising part of the application after they have submitted the application.
- 8.8 After submission any information or documents submitted in response to a request for clarification or further information (in accordance with **paragraph 8.22**) will also form part of the Applicant's application.
- 8.9 In the event of any conflict between the information, answers or documents submitted as part of an application, the conflict will be resolved by accepting the information, answer or document least favourable to the Applicant.
- 8.10 It is the responsibility of the Applicant to make sure that an application is fully and accurately completed. We are under no obligation to contact the Applicant to clarify its application or to obtain missing information.
- 8.11 It is the responsibility of the Applicant to make sure that it submits an application in good time to take account of any problems or delays in uploading the application and documents requested by us, accessing the LAA

E-accreditation System owing to heavy usage, internet access or with the Applicant's own IT systems.

- 8.12 The Applicant is solely responsible for the costs and expenses incurred in connection with the preparation and submission of their application and all other stages of the application process. Under no circumstances will the Lord Chancellor or any LAA staff acting on his behalf be liable for any costs.
- 8.13 The Applicant must reply to all the questions in order to respond to the PQQ, even if it has previously provided this information or if it thinks the LAA is already aware of it (e.g. if the Applicant holds an existing contract with the LAA).
- 8.14 The Applicant must not submit an application which contains any information which the Applicant knows to be, or has reason to be, false or misleading in accordance with Clause 18 of the VHCC Contract Standard Terms. If information given by the Applicant is subsequently found to be false or misleading, this may lead to the Applicant's application being unsuccessful and/or entitle us not to proceed with any decision made to issue an Accreditation Notice, enter into a VHCC Contract with the Applicant or entitle us to terminate the VHCC Contract pursuant to Clause 25 of the Standard Terms.
- 8.15 If, because an Applicant has registered more than once on the LAA E-accreditation System or, for any other reason, more than one response to the PQQ is received by us the latest response submitted by an Applicant shall be the response that is considered by us in the assessment process.
- 8.16 Where an application is unsuccessful (following the outcome of any reassessment), **paragraphs 1.17 to 1.19** apply.
- 8.17 An application will be unsuccessful where, following assessment, the Applicant fails to pass the PQQ.
- 8.18 We reserve the right to amend at any time any of the Application Documents and the VHCC Contract or to issue clarifications (including in response to questions and answers from Applicants) or to correct errors or omissions provided that in all cases any such amendment is not sufficiently material to amount to a new application or contract. Any notices of amendment etc will be published on the VHCC Accreditation page of our Website and sent by email to all Applicants that have expressed an interest in the PQQ.
- 8.19 A submitted application, which does not comply with any additional or alternative Terms and Conditions of Application, rules, conditions of VHCC Contract and instructions (or other qualifications) introduced in accordance with **paragraph 8.18** above, may be rejected or unsuccessful.
- 8.20 Any communications about the Application Documents will be given by notice published on the VHCC Accreditation page of our Website and sent by email to all Applicants that have expressed an interest in the PQQ.

- 8.21 Should we at any time during the application process, request the Applicant to give additional information/clarification the Applicant should be prepared to provide additional information and/or clarify any aspect of an application by the deadline set out in the request. We reserve the right to validate any part of the Applicant's application and information subsequently given to it.
- 8.22 We reserve the right to cancel the invitations to apply or PQQ covered by this IFA in their entirety or in part, and not to proceed to issue Accreditation Notices or to suspend any stage of the process at any time at its absolute discretion.
- 8.23 The Applicant agrees to keep any application valid and capable of acceptance by us up to the Stage 1 Start Date of any VHCC.
- 8.24 The right to apply for reassessment for unsuccessful Applicants is limited to that set out in **paragraphs 7.8 to 7.13**.
- 8.25 After assessment is complete, we will retain copies of applications for such time as it considers reasonable to satisfy our audit obligations and for any associated contract management purposes.
- 8.26 All intellectual property rights in the Application Documents and any associated documents are and shall remain our property.
- 8.27 While we have taken all reasonable steps to ensure, as at the date of the issue of the Application Documents, that the facts which are contained in the Application Documents and associated documents are true and accurate in all material respects, it does not make any representation or warranty as to the accuracy or completeness or otherwise of these documents, or the reasonableness of any assumptions on which these documents may be based.
- 8.28 All information supplied by us to the Applicant or potential applicants, including that within the Application Documents, is subject to that Applicant's own due diligence. We accept no liability to the Applicant or potential applicants whatsoever resulting from the use of the Application Documents, or any omissions from or deficiencies in them.
- 8.29 Without prejudice to any warranties given, the rules, instructions, conditions of the VHCC Contract and Terms and Conditions of Application contained in this IFA, do not form a separate collateral contract between the Applicant and us. The relevant parts of the Applicant's application may form part of any VHCC Contract subsequently awarded.
- 8.30 If an Applicant changes its status or any material element of its application, between submitting its application and being issued an Accreditation Notice and/or between being issued an Accreditation Notice and entering into a VHCC Contract, we must be informed of this as soon as possible in writing. We reserve the right (depending on the nature and effect of the change in

status) to withdraw any Accreditation Notice and/or revoke any VHCC Contract and/or may request the Applicant (post-change) to submit a fresh application.

- 8.31 The Applicant must ensure that it and its agents must not:
- (a) canvass any officers, employees, agents or advisers of the Ministry of Justice or Legal Aid Agency in connection with this application process;
 - or
 - (b) offer or agree to pay or give any sum of money, inducement or valuable consideration (directly or indirectly) to any person for doing or having done or causing or having caused to be done in relation to this application, any act or omission.
- 8.32 The Applicant must not enter into any agreement or arrangement with any other person or organisation about whether it should or should not apply, or to fix or adjust the amount of any application, or collude with any such other person or organisation in any way, in this application process.
- 8.33 Nothing in these Terms and Conditions prevents the Applicant from approaching or recruiting employees or agents to undertake work covered by this application process on behalf of the Applicant.

Confidentiality and Freedom of Information Act 2000

- 8.34 We may share any information contained in an Applicant's application with Bravo Solutions Limited for the purposes of administering the application process.
- 8.35 The Applicant should note that under the Freedom of Information Act 2000 (the "FOIA") we may be required to disclose details of its application in response to a request from third parties, either during or after the application process. We can only withhold information where it is covered by a valid exemption as set out in the FOIA.
- 8.36 If an Applicant is concerned about possible disclosure it should contact us and clearly identify the specific parts of the application that it consider commercially sensitive or confidential (within the meaning of the FOIA), the harm that disclosure may cause and an estimated timescale for that sensitivity. The Applicant should familiarise itself with the Information Commissioner's current position on the disclosure and non disclosure of commercially sensitive information and therefore should not notify us of blanket labelling of all its application as confidential.
- 8.37 The Applicant should also be aware 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 the Applicant as confidential will not be disclosed where the public interest favours disclosure pursuant to our obligations under FOIA.

- 8.38 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 will be disclosed once the application process is complete.
- 8.39 We will collect, hold and use personal data obtained from and about the Applicant during the course of the application process ("Personal Data").
- 8.40 The Applicant must agree to such Personal Data being collected, held and used in accordance with and for the purposes of administering the application process as contemplated by the Application Documents and for contract management of any Contract subsequently awarded.
- 8.41 The Applicant warrants, on a continuing basis, that it has:
- a) all requisite authority and has obtained and will maintain all necessary consents required under the Data Protection Regulations (which means the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all relevant regulations together with any codes of conduct and guidance issued by the Information Commissioner); and
 - b) otherwise fully complied with all of its obligations under the Data Protection Regulations, in order to disclose to us the Personal Data, and allow us to carry out the application process. The Applicant shall immediately notify us if any of the consents is revoked or changed in any way which impacts on our rights or obligations in relation to such Personal Data.

Section 9: Definitions

Set out below are some summary definitions Applicant Organisations may find helpful.

“Applicant” means an independent, self-employed advocate applying to deliver VHCC criminal defence services under the VHCC Contract (for self-employed advocates);

“Application Documents” means this IFA (and supporting annexes), the PQQ and the VHCC ITT.

“Bravo Solutions” is the software provider of the e-accreditation system.

“Category of Law” has the same meaning as the legal definition of each Category of Law set out in a separate document called “Category Definitions 2010” which has been published on the Justice website;

“VHCC Case Manager” means our nominated representative who will be responsible for the day-to-day running of the 2013 VHCC Contract (for organisations);

“E-accreditation System” means the online system that will be used to run the application process and through which Applicant Organisations must submit applications.

“Eligibility Criteria” means in relation to self-employed advocates, the criteria as set out in Annex B of the VHCC Arrangements 2013 and Annex A of this IFA;

“Information Commissioners Office (ICO)” is an independent authority sponsored by the Ministry of Justice, to oversee the Data Protection Act, the Freedom of Information Act and the Environmental Information Regulations.

“Partnership Voluntary Arrangement or PVA” is a formal agreement with the partnership’s creditors to repay their debts either in full or more likely partially over a fixed period of time.

“Pre-Contract” means work performed from the date the Representation Order was granted until the Stage 1 Start Date;

“Publish” means to submit the final version of the Applicant’s completed PQQ to us

“Regulatory Bodies” means the Law Society, the Solicitors’ Regulation Authority, Bar Council, Bar Standards Board or the equivalent organisation in a foreign jurisdiction.

“Information For Applicants” or “IFA” means this document and supporting annexes and appendices that contains information, instructions, rules, Terms and Conditions of Application that will govern the application processes.

"Specialist Legal Advice" means giving legal advice where the Applicant is taking action on behalf of the clients in order to move the case forward. This includes negotiation and representing the client to third parties on the telephone, by letter or face to face. This also includes providing representation, litigation and/or advocacy services. It does not include triage or initial general advice.

"Stage 1 Start Date" means the date the contract was made, as specified in the 2013 VHCC Contracts. For the avoidance of doubt, this is not the Contract Start Date;

"Terms and Conditions of Application" are the terms and conditions set out at **Section 8** of this IFA.

"VHCC" means Very High Cost (Crime) Cases as defined in the Criminal Legal Aid (Remuneration) Regulations 2013

"VHCC Accreditation Notice" means the document issued, either in conditional or full form, to Applicant Organisations that are successful in their application for VHCC Accreditation;

"VHCC Panel Member Contract" means the contract awarded to applicants that were successful in their application for VHCC Panel membership in 2007;

Annex A: Eligibility Criteria for Self-employed Advocates

1.	The Applicant must not be in breach of the provisions of regulation 23 (1) of the Public Contracts Regulations 2006 (as amended).
2.	<p>The Applicant must not have been convicted of:</p> <ul style="list-style-type: none"> ▪ Conspiracy within the meaning of section 1 of the Criminal Law Act 1977 where that conspiracy relates to participation in a criminal organisation as defined in Article 2(1) of Council Joint Action 98/733/JHA (as amended) ▪ Corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 ▪ Corruption within the meaning of section 1 of the Prevention of Corruption Act 1906 (as amended) ▪ The offence of bribery ▪ Fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union, within the meaning of: <ul style="list-style-type: none"> - the offence of cheating the Revenue - the offence of conspiracy to defraud - fraud or theft within the meaning of the Theft Acts of 1968 and 1978 - fraudulent trading within the meaning of section 458 of the Companies Act 1985 - defrauding the customs within the meaning of the Customs and Excise Management Act 1979 and the Value Added Tax Act 1994 - an offence in connection with taxation in the European Community within the meaning of section 71 of the Criminal Justice Act 1993 - destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968 ▪ Money laundering within the meaning of the Money Laundering Regulations 2003 ▪ Any other offence within the meaning of Article 45(1) of the Public Sector Directive as defined by the national law of any relevant state.
3.	The Applicant must be able to demonstrate at least three years experience delivering Specialist Legal Advice to the public in the five-year period preceding the date of the VHCC Accreditation Application.
4.	The Applicant or if the Applicant is a member of Chambers, the Applicant's Chambers must have, or commit to having in place by the start date of the contract, a written complaints process and/or record/log of client complaints.

5.	<p>Unless exceptional circumstances apply, the Applicant must not, in the three-year period preceding the date of the VHCC Accreditation Application, have received any client or non-client complaints that have been referred to and upheld and sanctions applied by an external Regulatory Body / complaints body in relation to any Category of Law for which public funding is available, irrespective of how the work was funded.</p>
6.	<p>Unless exceptional circumstances apply, the Applicant must not, in the three-year period preceding the date of the VHCC Accreditation Application, have claims for professional negligence from clients or non-clients that have been upheld and sanctions applied by the appropriate Regulatory Body / complaints body or of successful claims of professional negligence in relation to any Category of Law for which public funding is available, irrespective of how the work was funded.</p>
7.	<p>Unless exceptional circumstances apply, the Applicant or if the Applicant is a member of Chambers, the Applicant's Chambers must be able to demonstrate that they have (or will have by the start date of the contract) the following insurance in place to protect them and the public and to offer effective financial redress to clients:</p> <ul style="list-style-type: none"> ▪ Professional Indemnity Insurance at the level required by us. ▪ Public Liability Insurance compliant with current applicable statutory requirements. ▪ Employer's Liability Insurance compliant with the current applicable statutory requirements. ▪ Membership of the Bar Mutual Indemnity Fund, in accordance with the Bar Code of Conduct.
8.	<p>Unless exceptional circumstances apply, the Applicant or if the Applicant is a member of Chambers, the Applicant's Chambers must comply with all relevant workplace legislation as it currently stands, and in particular, with the following:</p> <ul style="list-style-type: none"> ▪ Health and Safety At Work Act 1974 ▪ Equalities Legislation
9.	<p>The Applicant must:</p> <ul style="list-style-type: none"> ▪ If a member of Chambers, ensure that the Chambers during the life of the contract: <ul style="list-style-type: none"> - has written policies in place covering the Chambers as an employer and as a provider of services to clients, requiring compliance with the statutory obligations under the Equalities Legislation applicable in England and Wales (or equivalent legislation in the countries in which the Chambers employs staff); - has a written recruitment and selection policy and procedure that aims to ensure equality of opportunity in employment practices;

	<ul style="list-style-type: none"> - has written policies in place that cover Data Protection – the commitment of the Chambers to comply with the principles of the Data Protection Act 1998 as amended (or equivalent in the countries in which they operate) and the identification of the person who has overall responsibility for compliance and raising staff awareness; - has written policies in place that cover Information Risk Management; - has written policies in place that cover Information Security; - has written policies in place that cover sanctions if the above policies are not complied with; - provides training (and/or refreshers) and development on at least an annual basis for managers, staff and/or volunteers in equality and diversity obligations and the Chambers equal opportunity policies and procedures; - has training (and/or refresher) plans in place to raise and continue to maintain awareness of data protection and information security policies and procedures; and - be registered with the Information Commissioner’s Office as a data controller as required under the Data Protection Act 1998 as amended (or equivalent in the countries in which the Chambers operates), unless the Chambers is exempt from registering. <ul style="list-style-type: none"> ▪ Ensure that all current and/or likely clients in the local area(s) in which the Applicant operates: <ul style="list-style-type: none"> (i) have access to their service notwithstanding any disability; (ii) have any language needs (including but not limited to Welsh speakers) effectively catered for (e.g. by bi-lingual or translation service); ▪ Have adequate technical measures in place, including but not limited to its Information Technology (IT) Systems, to keep personal data secure at all times; ▪ If the Applicant is not a member of Chambers, they must ensure they meet the criteria 9 above unless exceptional circumstances apply.
10.	<p>Unless exceptional circumstances apply, the Applicant must not have been / is not:</p> <ul style="list-style-type: none"> ▪ The subject of findings of unlawful discrimination by an Employment Tribunal, the Employment Appeal Tribunal or any other court or in comparable proceedings in any other jurisdiction, in the three-year period preceding the date of the VHCC Accreditation Application; or ▪ The subject of formal investigations by the Equalities and Human Rights Commission (formerly Commission for Racial Equality, Disability Rights Commission) and the Equal Opportunities Commission or any comparative body in any other jurisdiction, in the three-year period preceding the date of the VHCC Accreditation Application.

<p>11.</p>	<p>Unless exceptional circumstances apply, the Applicant must not have been / is not:</p> <ul style="list-style-type: none"> ▪ The subject of adverse findings, disciplinary sanctions, or other controls or restrictions on their authority to practice relating to act(s) of grave misconduct or breach of professional duties in the course of their business or profession imposed by the Legal Complaints Service (LCS), SRA, Solicitors' Disciplinary Tribunal, Bar Council, Bar Standards Board (BSB), Adjudication Panel, Disciplinary Tribunal or any equivalent Regulatory Body or complaints body (including, but not limited to, restrictions on solicitors' or barristers' practising certificates and SRA/BSB regulatory agreements) at any time; ▪ In a state of bankruptcy, compulsory winding up, administration, composition with creditors, Individual Voluntary Agreements (IVA), Partnership Voluntary Agreements (PVA) or subject to similar proceedings under the law of any other state; ▪ In receipt of a notice to terminate any contract due to fault (i.e. breach of contract) in the three years preceding the date of the VHCC Accreditation application, in relation to any contract with a public sector organisation (including the LAA); ▪ Received a notice to terminate due to fault in the three years preceding the date of the VHCC Accreditation application that includes terms preventing them from applying for any other contract with a public sector organisation (including the LAA); ▪ Convicted of any criminal offence other than those deemed spent under the Rehabilitation of Offenders Act 1974, or any equivalent legislation; ▪ The subject of any intervention by the SRA, BSB or any equivalent process by another Regulatory Body in the three years preceding the date of the VHCC Accreditation application; ▪ Upon written request, failed to repay any overpayments, payments on account or other sums owed to a public sector body for which it provides services (including the LAA) by any applicable deadline; or ▪ Upon written request, failed to adhere to a repayment agreement.
<p>12.</p>	<p>Unless exceptional circumstances apply, the Applicant (and any organisation for whom the Applicant is or was a director/partner/trustee or has or had powers of representation, decision, or control) has, in each of the last three years preceding the date of the VHCC Accreditation application (or, if the Applicant has been practising for less than three years, in each full practising year to date) discharged all their liabilities in regard to the following within six months of them falling due:</p> <ul style="list-style-type: none"> ▪ VAT ▪ National Insurance Contributions ▪ Corporation Tax or Income Tax.
<p>13.</p>	<p>The Applicant must only accept instructions on a case classified as a VHCC where they are appropriately qualified and skilled to act in that case in accordance with the Relevant Professional Body's Code of Conduct.</p>