

Annex 8

ADDITIONAL CASES ANNEX

1. DEFINITIONS AND INTERPRETATION

In this Additional Cases Annex, the following expressions shall have the following meanings unless the context otherwise requires and any other terms defined in the Standard Terms shall, if used in this Additional Cases Annex, have the meaning in the Standard Terms applied to them: -

"Additional Cases"	Controlled Work Cases, which are additional to the Controlled Work Cases granted to you pursuant to the Cases and Hourly Rates (Controlled Work) Annex, as at the Notification Date
"Additional Cases Award Criteria"	the award criteria specified by us in writing to be applied to tenders received through mini-competitions pursuant to paragraph 3.1.2 in respect of our requirement for Additional Cases
"Controlled Work Cases"	Cases where the Contract Work is to be Controlled Work
"Notification Date"	the meaning given in paragraph 3.6 of this Additional Cases Annex
"Ordering Procedures"	the ordering and award procedures specified in paragraph 3 of this Additional Cases Annex
"Pricing Matrices"	the pricing matrices submitted in your original tender and set out in Part 1 of this Additional Cases Annex
"Tender"	any tender submitted by you to us in respect of awards pursuant to paragraph 3.1.2 in response to the relevant invitation to tender issued by us in respect of Additional Cases

2. **SCOPE OF THE ADDITIONAL CASES ANNEX**

- 2.1 We may in our absolute discretion and from time to time order Additional Cases from you in accordance with the Ordering Procedures during the Contract Period.
- 2.2 You acknowledge that in entering into this Contract no form of exclusivity or volume guarantee has been granted by us in respect of Additional Cases nor is there any obligation for us to purchase any Additional Cases from you during the Contract Period. No undertaking or any form of statement, promise, representation or obligation shall be deemed to have been made by us in respect of the total quantities or values of Additional Cases to be ordered by us pursuant to this Additional Cases Annex and you acknowledge and agree that you have not entered into this Contract on the basis of any such undertaking, statement, promise or representation.
- 2.3 We are at all times entitled to enter into other contracts and arrangements with other CLA Providers and/or Providers for the provision of any or all Contract Work which is the same as or similar to the Additional Cases.
- 2.4 Without prejudice to paragraphs 2.1 to 2.3, we may decline to invite a CLA Provider to take part in the award procedures pursuant to paragraph 3.1 if such CLA Provider has received any notice from us pursuant to clause 24.2 of the Standard Terms in the 12 month period immediately preceding the date on which we implement the Ordering Procedures pursuant to this Additional Cases Annex.

3. **AWARDING ADDITIONAL CASES AND INCREASING MAXIMUM CASES**

Awards under this Additional Cases Annex

- 3.1 If we decide to source Additional Cases pursuant to this Additional Cases Annex then we may:-
 - 3.1.1 award Additional Cases to you directly without reopening competition; pursuant to paragraph 3.2; or
 - 3.1.2 award Additional Cases following a mini-competition conducted pursuant to paragraph 3.3 below.

Awards without re-opening competition

- 3.2 We may subject to paragraph 3.4 below, at any time increase your Maximum Cases in respect of any Category of Law in any Contract Year. We shall notify you in writing:-
 - 3.2.1 specifying the Additional Cases;

- 3.2.2 specifying the Hourly Rate and Maximum Cost per Case payable for Additional Cases in accordance with the Price Matrix;
- 3.2.3 to include a variation of your Contract, including a variation to the Cases and Hourly Rates (Controlled Work) Annex to reflect the relevant Additional Cases and any other changes to the Contract necessary to give effect to the award of Additional Cases.

Awards following mini-competitions

3.3 We shall:-

- 3.3.1 identify the CLA Providers capable of performing the Additional Cases;
- 3.3.2 invite tenders by conducting a mini-competition for the Additional Cases and in particular:-
 - 3.3.2.1 consult in writing the CLA Providers capable of performing Additional Cases and invite them within a specified time limit to submit a Tender in writing in respect of Additional Cases to be awarded;
 - 3.3.2.2 set a time limit for the receipt by us of the tenders which takes into account factors such as the complexity of the subject matter of the Additional Cases and the time needed to submit tenders; and
 - 3.3.2.3 keep each tender confidential until the expiry of the time limit for the receipt by us of tenders;
- 3.3.3 evaluate CLA Providers' compliant tenders against the Additional Cases Award Criteria; and
- 3.3.4 award Additional Cases by notifying the successful CLA Provider in writing, such notice:-
 - 3.3.4.1 specifying the Additional Cases;
 - 3.3.4.2 specifying the Hourly Rate and Maximum Cost per Case for Additional Cases;
 - 3.3.4.3 to include a variation of your Contract, including a variation to the Cases and Hourly Rates (Controlled Work) Annex to reflect the Additional Cases and any other changes to the Contract necessary to give effect to the award of Additional Cases as a result of your Tender or otherwise.

Application of increase

- 3.4 Where we increase your Maximum Cases for any Category of Law in any Contract Year pursuant to paragraph 3.2 and 3.3, the same percentage increase will, subject to paragraph 3.5 and without limiting our right to subsequently vary your Maximum Cases in respect of such Category of Law (up or down), also be applied to your Maximum Cases for such Category of Law in respect of any subsequent Contract Year during the Contract Period. Where such increase in your Maximum Cases for such Category of Law was applied part way through any Contract Year, the increase in the Maximum Cases for any subsequent Contract Year pursuant to this paragraph 3.5 will, subject to paragraph 3.5, be adjusted pro rata.
- 3.5 In any Contract Year, we may not increase your Maximum Cases for any Category of Law by more than 50% of the Maximum Cases for such Category of Law which applies to that Contract Year.

Binding Notice

- 3.6 The written notice given to you pursuant to paragraph 3.2.3 or 3.3.4 (as applicable), shall become binding on you on the date such notice is deemed to be binding as determined in accordance with clause 20 of the Standard Terms, (the "**Notification Date**").

4. PRICES FOR ADDITIONAL CASES

- 4.1 The prices offered by the Provider in respect of Additional Cases shall be no higher than the prices listed in the Pricing Matrix.

5. DECREASING MAXIMUM CASES

- 5.1.1 We may at any time decrease your Maximum Cases (and amend your Cases and Hourly Rates (Controlled Work) Annex to reflect such decrease) for any Category of Law:

5.1.1.1 where your poor performance under the Contract constitutes a breach which would enable us to apply a Sanction under clause 24 of the Standard Terms;

5.1.1.2 for reasons within the scope of clauses 13.2 to 13.5 of the Standard Terms; or

5.1.1.3 with your prior agreement

in each case without limiting our respective rights and obligations under the Contract.

5.1.2 Where we decrease your Maximum Cases for any Category of Law in respect of any Contract Year, the same decrease will, without limiting our right to subsequently vary your Maximum Cases for such Category of Law (up or down), also be applied to your Maximum Cases for such Category of Law in respect of all subsequent Contract Years during the Contract Period. Where the decrease in your Maximum Cases for such Category of Law was applied part way through any Contract Year, the decrease in the Maximum Cases for such Category of Law for any subsequent Contract Year pursuant to this paragraph will be adjusted pro rata.

