



Legal Aid
Agency

Central Commissioning Team

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27 March 2015

For the attention of the Contract Liaison Manager

Dear Sir,

2010 Standard Crime Contract (the “Contract”):

Interim Service Period: offer to continue working under the Contract from 1 July 2015 to 10 January 2016 (subject to your acceptance)

As you will be aware, following the Court of Appeal ruling on Wednesday 25 March that the consultation and tender processes are lawful, the injunction which suspended the second stage of the procurement process for 2015 Duty Provider Crime Contracts has been lifted. The procurement process is therefore now continuing.

The delay to that process caused by the injunction has required the procurement timetable to be amended. The amendment notice setting out the new timetable has been published at <https://www.gov.uk/government/publications/legal-aid-crime-tender-2015>. Services under the new 2015 Crime Contracts (the 2015 Own Client Crime Contract and 2015 Duty Provider Crime Contract) for those successful in bidding for them are now expected to commence on 11 January 2016.

In its response to the consultation entitled “Transforming Legal Aid: Crime Duty Contracts” (paragraph 3.11), the Government made a commitment to extend the Contract to ensure continuous service coverage up to the start of the 2015 Crime Contracts. I am writing to you as a provider holding a Contract who either: (1) did not accept our previous Contract extension offer; or (2) submitted an acceptance form to us which wasn’t valid e.g. it was unsigned.

Given that the injunction on the procurement process has impacted on the date on which services under 2015 Crime Contracts are expected to commence, I am writing with a new offer: for you to continue working under the Contract from 1 July 2015 to 10 January 2016 (the “Interim Service Period”) subject to your acceptance, as provided below.

For clarity of interpretation, any terms which are capitalised but not defined within this letter bear the meaning given to them in the Contract.

Offer to continue working under the Contract for the Interim Service Period, subject to your acceptance (the "Offer")

The Offer is made to you in consideration of, and conditional on your acceptance of and compliance with, the following terms:

- you agree to the following variation to the provisions relating to the Contract Period in your Contract for Signature so that the Contract will expire at midnight on 10 January 2016 at the end of the Interim Service Period

Amendment to Contract for Signature (effective on acceptance by you of the Offer) as provided below

- 8 "...You shall be obliged to undertake Contract Work with effect from the Contract Start Date until midnight on ~~30 June 2015~~ 10 January 2016 (the "Contract Period"), subject to clauses 9 ~~to 11~~ of this Contract for Signature..."

Clauses 10 and 11 of the Contract for Signature are deleted and the words "Not used" inserted in their place; and

- you agree to an associated variation to the Schedule End Date in your Schedule so that the new Schedule End Date is 10 January 2016; and
- for the avoidance of doubt, you shall be obliged to undertake Contract Work in accordance with the Contract during the Contract Period (as extended by the Interim Service Period); and
- the terms and conditions of the Contract apply to you and us for the Contract Period (as extended by the Interim Service Period); and
- you complete and sign the Offer acceptance form below and email a copy to us at **Crime.Contracts@legalaid.gsi.gov.uk** by **28 April 2015** (the "deadline").

If you do not accept this Offer by the deadline (28 April 2015) your Contract will expire at midnight on 30 June 2015 and you will not be entitled to undertake and be paid for Contract Work for the Interim Service Period.

For the avoidance of doubt, you will be aware that from 11 January 2016 criminal legal aid services may only be carried out by providers who have been successful in bidding for a 2015 Own Client Crime Contract and/or 2015 Duty Provider Crime Contract.

You will receive a notification when your current Schedule has been amended to reflect the new Schedule End Date.

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

Yours faithfully,



Hugh Barrett
Director of Legal Aid Commissioning and Strategy

Offer Acceptance Form: TO BE EMAILED TO Crime.Contracts@legalaid.gsi.gov.uk BY 28 April 2015

I [Print Name(s) of Provider Signatory(ies)]

.....

For [Insert Name of Provider and Lead Office account number]

.....

accept the terms of the Legal Aid Agency's Offer of an extension of the Contract Period to midnight on 10 January 2016 as provided under its letter dated 27 March 2015

Signed by Date

Signed by..... Date.....

By signing the above, you acknowledge and agree to be bound by the terms of the Offer and the terms and conditions of the 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.