



**Procurement of Criminal Legal Aid Services in England and Wales from 1 October 2022
Information for Applicants**

The Legal Aid Agency (LAA) is inviting Tenders for the delivery of publicly funded criminal legal aid services from 1 October 2022 under a 2022 Standard Crime Contract (“**Crime Contract**”).

Applicants may tender to carry out Contract Work in the following Classes of Work at each Office from which they wish to deliver Contract Work:

- Criminal Investigations and Criminal Proceedings (this includes Appeals and Reviews); and/or
- Prison Law (this includes Appeals and Reviews); or
- Appeals and Reviews only

A Tender consists of:

- A response to the Selection Questionnaire (“**SQ**”); and
- A response to the 2022 Standard Crime Contract Invitation To Tender (“**ITT**”).

The Deadline for submitting Tenders is 5pm on 30 November 2021 (“Deadline”)

All Tenders must be completed and submitted using the eTendering system. This can be accessed either through a link on the tender pages of the LAA website or directly at <https://legalaid.bravosolution.co.uk>. Late submissions will not be considered under any circumstances. It is the Applicant’s sole responsibility to ensure that the LAA receives its Tender before the Deadline.

This Information for Applicants document (“**IFA**”) provides information about this procurement process, including how Applicants submit a Tender, and the rules governing Tenders.

Applicants must read this IFA in its entirety before submitting their Tender and all supplementary information provided, such as ‘Frequently Asked Questions’.

Where not defined in the body of this IFA, capitalised terms are either defined in the glossary at Annex D or in the Crime Contract (<https://www.gov.uk/government/publications/standard-crime-contract-2022>). References to ‘procurement process’ are to the process for procurement of the Crime Contract under this IFA.

Timetable

For guidance purposes only, a list of indicative dates for key activities of the procurement process is set out below. Where there are significant changes to the dates for key activities

relating to the procurement process, the LAA will notify Applicants through the eTendering system.

Activity	Timescale
Procurement process opens and is available via the LAA's eTendering system	19 October 2021
Final date for submission of questions about this procurement process	23.59 on 7 November 2021
'Frequently Asked Questions' to be published	Week commencing 15 November 2021
Deadline for submission of Tenders	5pm on 30 November 2021
Notification of mandatory and discretionary criteria fails	Early January 2022
Deadline for submission of appeals	Two weeks after notification
Outcome of Tenders notified	Late February 2022
Deadline for submitting compliant verification information (" Verification Date ")	23.59 on 27 March 2022
Deadline for the submission of CRM12s for the 3-month Rotas beginning on 1 October 2022	23.59 on 25 May 2022
Deadline for the submission of CRM12s for the 3-month Rotas beginning on 3 January 2023	23.59 on 5 September 2022
Contract Start Date	1 October 2022

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SECTION 1: INTRODUCTION AND BACKGROUND

About the LAA and this procurement process

- 1.1 The LAA, on behalf of the Lord Chancellor, is responsible for commissioning and administering legal aid services (publicly funded advice and representation) across England and Wales in accordance with the Legal Aid, Sentencing and Punishment of Offenders Act 2012 and associated legislation. All contract documentation is issued by the LAA on behalf of the Lord Chancellor.
- 1.2 The LAA is inviting Tenders for one of an unlimited number of Crime Contracts, for the delivery of Contract Work from 00.00 on 1 October 2022.
- 1.3 Applicants whose Tenders are successful will be awarded a Crime Contract, subject to satisfactorily verifying their Tender (see Section 8 for details).
- 1.4 The Deadline for submitting a Tender is 5pm on **30 November 2021**. All Tenders must be completed and submitted using the eTendering system. **Late submissions will not be considered under any circumstances.** It is the Applicant's sole responsibility to ensure that the LAA receives its Tender before the Deadline and to ensure that its Tender has been correctly completed to fully and properly represent the Applicant's bid for Contract Work offered under this procurement process.

About the Crime Contract

- 1.5 Crime Contracts will run for a period of one year from the Contract Start Date (subject to rights of early termination and the LAA's right to extend for up to a further two years).
- 1.6 Contract documentation is available on the LAA's website at: <https://www.gov.uk/government/publications/standard-crime-contract-2022>

Who can submit a Tender

- 1.7 This procurement process is open to any interested party able to meet the LAA's requirements.
- 1.8 The LAA will only contract with single legal entities (including individuals who are sole traders). Should existing organisations wish to merge or join with others to apply for a Crime Contract, they must form a single legal entity. That entity would be responsible for performing all provider obligations under the Crime Contract. It is not necessary for the contracting entity to have been formed at the time an Applicant submits its Tender, however, where this is the case the LAA will require them to confirm that the contracting entity has been formed as part of its verification process.

- 1.9 Applicants may only Tender for and, if successful under this procurement process, be party to a single Crime Contract.
- 1.10 Applicants whose Tenders are successful must be able to demonstrate that they hold all necessary authorisations and licences to conduct Contract Work.

What if organisations are considering merging or changing their status?

- 1.11 Applicants must bid as the contracting entity that will be delivering the Contract Work. However, the LAA understands that organisations and corporate structures may be subject to change during the procurement process.
- 1.12 Applicants who intend to change the legal status and/or corporate structure of their organisation amounting to a material constitutional change following the submission of their Tender must notify the LAA via one of the eTendering message boards for this procurement process as soon as reasonably practicable. At a minimum, Applicants must notify us on, or within 14 days of any material constitutional change that affects or might affect them, to request the LAA's consideration of the same.
- 1.13 Without limitation, examples of material constitutional change are:
- (a) where the Applicant is an unincorporated Not For Profit Organisation, any change (including any change of chairman or treasurer or any change of 75% or more of the membership) in the composition of its management committee;
 - (b) if the Applicant is a sole principal (sole trader), any creation of a partnership;
 - (c) any change in, or any changes which in aggregate result in the identity of more than one third in number of:
 - (i) the persons comprising the partnership
 - (ii) the individual Members of LLPs of the limited liability partnership; or
 - (iii) the individual directors of the company;
 - (d) any change in the legal status; and
 - (e) any intended sale, merger, acquisition, or transfer of, or by, the Applicant.
- 1.14 Given the often complex nature of organisation restructures, whilst the LAA will endeavour to consider requests for changes of status (subject to the Applicant's compliance with the notification requirements set out at paragraph 1.12 above), it may be unable to do so in line with the procurement timeline set out on page 2 and reserves the right to reject a Tender on this basis.
- 1.15 Applicants that may be subject to a material constitutional change following submission of their Tender must therefore note that such requests may delay:
- the Applicant's notification of Contract award; and/or
 - the LAA's confirmation that the Applicant has successfully Passed verification; and/or

- the upload of the Applicant's Contract onto the Contract Work and Administration ("CWA") system and consequently its eligibility to join Duty Schemes from October 2022 and/or January 2023.

1.16 Applicants notifying the LAA of changes to their organisation's status may be required to complete the SQ again in its entirety and this may result in rejection from the procurement process, even where the LAA has previously notified the Applicant of its intention to award a 2022 Crime Contract.

When do organisations need to have been formed as legal entities?

1.17 It is not necessary for the contracting entity to have been formed at the time an Applicant submits its Tender, however, it must be clear from the Tender which organisation will hold the Contract for which it bids.

1.18 The contracting entity must be fully constituted and be able to demonstrate it meets the minimum Crime Contract requirements to Pass verification and be issued with a Crime Contract set out in the IFA.

1.19 Where the Applicant, subject to the LAA's agreement in respect of any change of status:

- has been dissolved or is, for any other reason, incapable of executing a contract;
- is not fully constituted as the contracting entity named in its Tender; or
- is unable to meet the Contract requirements by the applicable deadlines,

any Contract offer made to it may be withdrawn.

Outline of the criminal legal aid services

1.20 The scope of Contract Work covered by the Crime Contract is set out at Paragraph 1.3 of the Contract Specification.

1.21 Applicants may tender to carry out Contract Work in the following Classes of Work at each Office from which they wish to deliver Contract Work:

- Criminal Investigations and Criminal Proceedings (this includes Appeals and Reviews); and/or
- Prison Law (this includes Appeals and Reviews); or
- Appeals and Reviews only

1.22 A Tender to deliver a Class of Work at a particular Office is known as an "**Individual Bid**".

1.23 Applicants tendering to deliver Criminal Investigations and Criminal Proceedings who wish to join Duty Schemes must indicate this as part of their Tender for each of their Offices for which this is relevant. Failure to do so will result (in the absence of any future procurement exercise) in the Applicant not being able to join any Rotas from one of more of its Offices for the Contract Period.

- 1.24 Applicants tendering to deliver Prison Law Contract Work in addition to Criminal Investigations and Criminal Proceedings must indicate this as part of their Tender for each of their Offices for which this is relevant. Failure to do so will result (in the absence of any future procurement exercise) in the Applicant not being authorised to undertake Prison Law Contract Work from one of more of its Offices for the Contract Period.
- 1.25 A Contract to deliver Criminal Investigations and Criminal Proceedings and/or Prison Law includes an authorisation to deliver Contract Work under the Appeals and Reviews Class of Work. Contract holders are not obliged to carry out work in Appeals and Reviews.

Allocation of criminal legal aid services

- 1.26 The LAA does not guarantee any minimum volume of Contract Work under the Crime Contract. Clients are free to choose a legal representative of their choice from Crime Contract holders. Changes to the Public Defender Service (“PDS”) and Criminal Justice System may affect levels of work in one or more Duty Schemes during the term of the Crime Contract.
- 1.27 Applicants may tender to join Duty Schemes from their Office(s), with Duty Scheme eligibility determined by the location of the Office. Successful Applicants that have tendered to join a Duty Scheme(s) for which their Office is eligible will be allocated Duty Slots on that or those Duty Schemes. Information about how Duty Solicitor work will be allocated is set out in more detail at Section 3.
- 1.28 Broadly, Crime Contract holders will be allocated a share of all Duty Slots available on each Duty Scheme they have membership of. The share will be determined by the number of Duty Solicitors the Crime Contract holders have Engaged, subject to any allocation reserved to the PDS.
- 1.29 Whilst the LAA will allocate Duty Slots to the PDS, the PDS does not need to tender for a Crime Contract as it is part of the LAA. More information about the PDS is available at <http://publicdefenderservice.org.uk>.

Payment for Contract Work

1. 30 The payment mechanism for Contract Work is set out in the Crime Contract.

SECTION 2: PROCUREMENT PROCESS REQUIREMENTS

- 2.1 To be eligible for the award of a Crime Contract under this procurement process, Applicants must submit a Tender consisting of a response to:

- the SQ and
- the ITT, including the Offices from which Applicants wish to deliver Contract Work and the Class(es) of Work they wish to deliver from each Office,

which must in each case be capable of assessment in that it has been completed and submitted in accordance with the rules set out in this IFA.

- 2.2 If a SQ Response is not submitted or is incapable of assessment the Tender **will** be rejected.

2.3 If an ITT Response is not submitted or is incapable of assessment the Tender **will** be rejected.

2.4 By submitting a Tender, Applicants commit to meeting the Crime Contract requirements. The Crime Contract requirements are summarised in the following table:

No.	Requirement on Applicant	Further information
1.	To have been granted appropriate authorisation by a Relevant Professional Body	For the avoidance of doubt, this does not preclude non-solicitor entities from applying, provided that they are able to form the appropriate legal entity. Applicants must have all necessary licences and authorisations to conduct Contract Work. See Clause 7.16 of the Standard Terms for further details
2.	To have a Quality Standard	Either the LAA Specialist Quality Mark (SQM) or the Law Society's Lexcel Practice Management Standard (Lexcel). See paragraph 2.9-2.14 of this IFA for further details
3.	To have an Office in England or Wales that meets the requirements set out in the Contract Specification to the Crime Contract	See paragraphs 2.42 and 2.44 to 2.52 of the Contract Specification
4.	Applicants tendering to deliver Contract Work in the Criminal Investigations and Criminal Proceedings Class of Work: To Employ at least one Full Time Equivalent Supervisor meeting the Criminal Investigations and Criminal Proceedings Supervisor Standards	See section 2 of the Contract Specification and paragraph 8.6 of this IFA for further details
5.	Applicants tendering to deliver Contract Work in the Prison Law Class of Work: To Employ at least one Full Time Equivalent Supervisor meeting the Prison Law Supervisor Standards	See section 2 of the Contract Specification and paragraph 8.6 of this IFA for further details
6.	Applicants tendering to deliver Contract Work in the Appeals and Reviews Class of Work: To Employ at least one Full Time Equivalent Supervisor meeting the Appeals and Reviews Supervisor Standards	See section 2 of the Contract Specification and paragraph 8.6 of this IFA for further details
7.	Where a Supervisor will be undertaking Supervision in the:	See paragraph 2.30 of the Contract Specification

	(a) Criminal Investigations and/or Appeals and Reviews Class of Work; or (b) Prison Law and any other Class of Work To maintain a ratio of one Full Time Equivalent Supervisor to four Designated Fee Earners or Caseworkers	
8.	Where a Supervisor will be undertaking Supervision in the Prison Law Class of Work only: To maintain a ratio one Full Time Equivalent Supervisor to six Designated Fee Earners or Caseworkers	See paragraph 2.29 of the Contract Specification

- 2.5 In accordance with the verification process set out at Section 8 of this IFA, Applicants will be required to submit compliant verification information to the LAA by Verification Date of 23.59 on 27 March 2022 (the “**Verification Date**”), which the LAA confirms that it accepts as meeting the requirements. The LAA will not contract with any Applicant which is unable to provide compliant verification information.
- 2.6 The Tender must include details of each Office from which they wish to deliver Contract Work.
- 2.7 Where Applicants tender to deliver Criminal Investigations and Criminal Proceedings Contract Work, they must also confirm whether they wish to join any or all of the relevant Duty Schemes from each Office.

Supervisor requirements

- 2.8 The Supervisor requirements are set out at paragraphs 2.1 – 2.31 of the Contract Specification.

Quality Standard requirements

- 2.9 Contract holders are required to hold a Quality Standard throughout the Contract Period. Applicants must demonstrate by the Verification Date that they hold either the LAA’s Specialist Quality Mark (“**SQM**”) or the Law Society’s Lexcel Practice Management standard (“**Lexcel**”).
- 2.10 Applicants are solely responsible for paying all necessary fees to the Quality Standard auditing organisation.
- 2.11 Where an Applicant already holds a Quality Standard or is in the process of being audited, it need not reapply for it, unless it must do so to continue to hold the Quality Standard. Requirements according to the Quality Standard an Applicant chooses to hold are detailed below:

Applicant Type	Requirement
Applicants who intend to hold the SQM	- Pass desktop audit by the Verification Date of 23:59 on 27 March 2022

	- Fully pass the pre-quality mark SQM audit within six months of the Contract Start Date
Applicants who intend to hold Lexcel	- Achieve Lexcel accreditation by the Verification Date of 23:59 on 27 March 2022
Applicants who already hold SQM	- Must hold either i. a valid accreditation that will be in force until at least 1 October 2022; or ii. where the Applicant's current Quality Standard certificate expires between 28 March and 30 September 2022, a copy of their current Quality Standard certification and written confirmation from the LAA's auditing body of the date on which their next audit will be carried out (ensuring that there is no lapse in time between the end of their current certificate and the audit taking place).
Applicants who already hold Lexcel	- Must hold either i. a valid accreditation that will be in force until at least 1 October 2022; or ii. where the Applicant's current Quality Standard certificate expires between 28 March and 30 September 2022, a copy of their current Quality Standard certification and written confirmation from the Lexcel auditing body of the date on which their next audit will be carried out (ensuring that there is no lapse in time between the end of their current certificate and the audit taking place).

2.12 **It is an Applicant's responsibility to ensure it meets the LAA's requirements. Applicants are therefore, advised to apply for their chosen Quality Standard as early as possible. Where an Applicant cannot demonstrate that it has a Quality Standard by the Verification Date, the LAA may withdraw its offer of a Contract.**

2.13 Further information about the SQM Quality Standard can be found at: <https://www.gov.uk/guidance/legal-aid-agency-quality-standards>

2.14 Further information about the Lexcel Quality Standard can be found on The Law Society's website: <http://www.lawsociety.org.uk/productsandservices/lexcel.page>.

Personal Guarantees and Indemnities

- 2.15 Personal guarantees and indemnities will be required where the Applicant is a:
- limited liability partnership (LLP); or
 - company
- unless the Applicant is a registered charity.
- 2.16 A parent company guarantee may also be required at the LAA's sole discretion which Applicants acknowledge and agree to by submitting a Tender.
- 2.17 Personal guarantees and indemnities must be signed by the ultimate owners of the Applicant and/or such persons as the LAA might reasonably regard as being controllers and/or senior managers of the Applicant and/or where the Applicant is a limited company, from the individual ultimate owners or any company which is its holding company, or similar.
- 2.18 A new personal guarantee and indemnity agreement will be required even where Applicants have previously supplied this in relation to another LAA contract.
- 2.19 Applicants will be notified as part of their Tender outcome notification letter that they are required to supply the LAA with any relevant personal guarantees and indemnities by the Verification Date as part of the verification process.
- 2.20 Where an Applicant cannot provide a completed personal guarantee and indemnity agreement complying with these requirements, the LAA may withdraw its Contract Award.
- 2.21 A copy of the personal guarantee and indemnity agreement is available at:
<https://www.gov.uk/government/publications/personal-guarantee-and-indemnity>.

SECTION 3: DUTY SCHEMES

- 3.1 The LAA divides the Criminal Justice System (CJS) areas in England and Wales into a number of Duty Schemes, based on the location of police stations and magistrates' courts in the area.
- 3.2 The LAA operates two Duty Schemes:
- the police station Duty Scheme; and
 - the magistrates' court Duty Scheme
- Eligibility for Virtual Court Duty Schemes is set out in Annex A.
- 3.3 Duty Schemes ensure that qualifying individuals who require assistance at the police station or the magistrates' court and who do not have their own Solicitor, have access to a Duty Solicitor.
- 3.4 Crime Contract holders on Duty Schemes will be allocated Duty Slots on both the police station Duty Scheme Rota and magistrates' court Duty Scheme Rota in that area.

- 3.5 Special rules apply to Applicants that qualify for London Schemes. On London Duty Schemes, Duty Solicitors Engaged by Applicants may only select two adult magistrates' court Duty Schemes on which they may appear, as well as an associated youth court. For those youth courts not expressly listed, membership of a magistrates' court Duty Scheme will be taken to include the associated youth court. Applicants wishing to apply to join London Duty Schemes should note that the selection of individual magistrates' courts will be requested following Contract Award on the CRM12, and not on the Duty Information Form ("**DIF**"), submitted as part of their ITT Response.
- 3.6 Generally the LAA will publish Rotas every six months and will allocate Duty Slots proportionately to the number of Duty Solicitors Engaged by Crime Contract holders. However, the first two Rotas under this Contract will run for 3 months each.
- 3.7 The first Rota will commence at 00.00 on 1 October 2022 and will run until 23:59:59 on 2 January 2023. It will consist of all those Duty Solicitors Engaged by Applicants who have successfully tendered for Duty Schemes and who have provided compliant verification information by the Verification Date and from whom the LAA has received compliant CRM12s by **23.59 on 25 May 2022**. The second Rota will commence at 00.00 on 3 January 2023 and will run until 23:59:59 on 31 March 2023.
- 3.8 Details of the operation of Duty Schemes can be found in Section 6 of the Contract Specification.
- 3.9 Applicants should note that an individual Duty Solicitor may only apply for membership of Duty Schemes from a single Office but is able to join more than one Duty Scheme if that Office is eligible for multiple schemes.

Applications to join Duty Schemes

- 3.10 As part of this procurement process, the LAA is inviting Applicants to apply to join the Duty Scheme(s) for which they are eligible by virtue of the postcode of their Office(s) and will be required to confirm this as part of their ITT Response.
- 3.11 If Applicants:
- move premises after submitting their Tender which includes an Individual Bid for Duty Schemes; or
 - apply to join Duty Schemes from a new Office and subsequently seek to change the Office address after submitting their Tender
- they will need to ensure that this different Office address falls within the qualifying geographical boundary for the Duty Scheme in order to remain eligible for that Duty Scheme(s). Applicants can check Duty Scheme geographical boundaries by checking the Duty Solicitor Postcode Tool, which is a .pdf document and which can be found at: <https://www.gov.uk/government/publications/crime-contract-2022-tender>
- 3.12 Where this different Office address does not fall within the qualifying geographical boundary of the Duty Scheme, the Applicant will not be eligible for that particular Duty Scheme(s) and will not be able to amend its Tender to apply for other Duty Schemes from which it may have been eligible from this different Office after the Deadline.

- 3.13 Should a change of Office location occur during the procurement process, Applicants must inform the LAA of any material change to the Tender information submitted through one of the eTendering message boards for this procurement process, as set out in paragraph 10.34 of the IFA.
- 3.14 There is no requirement for Duty Solicitors to be working for Applicants at the time of Tender but to be eligible for Duty Slots they must be Engaged by 00.00 on 1 October 2022 and/or 00.00 on 3 January 2023.
- 3.15 Information on the individual Duty Solicitors who will be Engaged by Applicants and the Duty Scheme(s) on which Applicants wish them to be assigned will be collected on a CRM12 form.
- 3.16 CRM12 forms cannot be submitted with an Applicant's Tender. However, Applicants who are notified of the LAA's intention to award a Contract and who submit compliant verification information which the LAA confirms that it accepts as meeting the requirements contained in paragraph 8.6 of this IFA by the Verification Date will be invited to submit a compliant CRM12.
- 3.17 For the avoidance of doubt, CRM12s will be required for:
- all Duty Solicitors who are currently working for the Applicant on Duty Schemes under the current legal aid crime contract, and who will be Engaged by the Applicant from 00.00 on 1 October 2022 and/or 00.00 on 3 January 2023;
 - newly qualified Duty Solicitors; and
 - any Duty Solicitors who will move organisations and be Engaged by the Applicant from 00.00 on 1 October 2022 and/or 00.00 on 3 January 2023.

Duty Solicitor work allocation

- 3.18 Duty Slots will be allocated pro-rata to the number of Duty Solicitors Engaged by all organisations who have membership of a Duty Scheme. Accordingly, the frequency of slots on a Duty Scheme will depend on the number of other organisations who apply and qualify to join that Duty Scheme and the number of Duty Solicitors Engaged by those organisations.
- 3.19 The LAA will confirm eligibility for the Duty Schemes for which Applicants have applied when it notifies Applicants of the outcome of their Tender.
- 3.20 Where an Office, which is authorised for the delivery of Contract Work via Duty Schemes, has no Duty Solicitors at the commencement of a Duty Rota, ordinarily that Office will lose its authority to deliver Contract Work via Duty Schemes, in accordance with paragraph 6.2 of the Contract Specification.

SECTION 4: ETENDERING SYSTEM

- 4.1 All Tenders must be completed and submitted using the eTendering system. This can be accessed either through a link on the tender pages of the LAA website or directly at <https://legalaid.bravosolution.co.uk>. Organisations not yet registered will need to do so in order to submit a Tender and should click "Register here" on the home page.

- 4.2 Applicants already registered on the eTendering system and whose registration details remain up to date do not need to register again. Applicants must however ensure that they review their contact details held in the eTendering system to ensure these are up to date and remove access to the system of any individual who is no longer engaged by the Applicant or who no longer has the authority to submit Tenders or information on its behalf. Applicants should note that failure to do so will mean those individuals no longer engaged by/or acting on behalf of the Applicant will have access to its Tender and details of other individuals registered on behalf of the Applicant on the eTendering system.
- 4.3 Where an Applicant already has multiple registrations on the eTendering system it must ensure that it uses the registration which matches the name and trading status of the organisation on whose behalf the Tender is submitted.
- 4.4 Applicants must familiarise themselves with the eTendering system guides available through the 'Technical Support and Guidance' link on the eTendering system home page. These provide detailed guidance on how to use the eTendering system.
- 4.5 The LAA will communicate with Applicants through the eTendering system message boards for this procurement process. Applicants must check the message boards regularly to ensure that any messages are read promptly. The LAA strongly recommends that Applicants set up multiple additional users under their eTendering system registration (see 'Technical Support and Guidance' link) as back-up to ensure that urgent messages, which may affect an Applicant's Tender, can be actioned as necessary.
- 4.6 The SQ and ITT are available via the 'Project' or 'ITT Open to all Suppliers' link on the front page of the eTendering system.
- 4.7 Applicants must click 'Edit response' to be able to complete their responses to the questions asked. Applicants must click the 'Save Changes' or 'Save and Exit Response' buttons to ensure information inputted is saved. If Applicant's do not correctly save changes to their Tender Responses, changes may be lost and cannot be retrieved.
- 4.8 Once Applicants have completed their SQ and/or ITT Response, they must submit it by clicking on the "Submit Response" button.
- 4.9 Applicants may amend and re-submit their Response at any time up to the Deadline. If so amended and re-submitted, only the last Response shall be assessed. It will not be possible for an Applicant to make amendments to its Tender after the Deadline.
- 4.10 An Applicant may check that it has successfully submitted its SQ and/or ITT Response by going to the 'My ITTs' screen, to view the 'Response status'. The registered email address will also receive confirmation when the Applicant submits its SQ and/or ITT Response for the first time. It is therefore important for an Applicant to ensure that any and all contact details held in the eTendering system are up to date.

- 4.11 SQ and ITT Responses are sealed. This means that the LAA is unable to access submitted SQ and ITT Responses prior to the Deadline. The LAA cannot confirm receipt of an SQ and/or ITT Response or Tender, nor can it confirm if an SQ and/or ITT Response or Tender has been completed correctly.
- 4.12 All questions marked with a red asterisk on the eTendering system are mandatory. The eTendering system will not permit an Applicant to submit its SQ and/or ITT Response unless answers to those questions are provided.
- 4.13 There is a button in the eTendering system called 'check mandatory questions'. By clicking on this the eTendering system will check that an Applicant has provided a response to all mandatory questions and will flag where a response to a mandatory question has not been given. For the avoidance of doubt, it does not provide an assessment of the responses to those questions or confirmation that they have been answered correctly.
- 4.14 When an Applicant submits its SQ and/or ITT Response for the first time, it will receive an automated message confirming that its response has been submitted. This only provides an indication of whether the SQ and/or ITT Response has been transmitted to the LAA and not whether the SQ and/or ITT Response or Tender is fully completed and/or will be assessed as being successful.

SECTION 5: COMPLETION OF THE TENDER

- 5.1 A Tender will consist of a Response made through the eTendering system to the SQ and the ITT.

Completing the SQ

- 5.2 A Response to the SQ must be submitted by all Applicants regardless of whether they have previously submitted a SQ Response as part of any other LAA procurement process.
- 5.3 If no SQ Response has been submitted, this will be considered an incomplete Tender and the LAA will reject the Applicant's Tender in its entirety.
- 5.4 The SQ can be found in Project 133 at ITT 701 – 'Selection Questionnaire for 2022 Standard Crime Contracts' in the eTendering system.
- 5.5 The SQ contains a series of questions covering the following areas:
- Section A - Organisation and contact details
 - Section B - Grounds for mandatory rejection
 - Section C - Grounds for discretionary rejection
 - Section D – Declarations
- 5.6 A full breakdown of each of the questions and what would constitute a 'pass' or a 'fail' is set out in Annex B.

Section A - Organisation and contact details

- 5.7 This information may be used in the verification of the Applicant's Tender.
- 5.8 Applicants who have yet to form legal entities may provide "N/A" responses to some questions within this section. Where successful, and as part of verification, they will be required to confirm details not provided as part of the Tender for example, their head office address.
- 5.9 As part of this section Applicants will be asked to provide the contact details of an individual with the appropriate status to provide responses on behalf of the Applicant when requested by the LAA.

Sections B and C – Grounds for mandatory and discretionary rejection

- 5.10 For each question the Applicant is presented with a series of drop-down options from which to select a response.
- 5.11 Where a requirement is not met outright, the Applicant will be provided with a series of 'free text' boxes in which to give further details (known as 'exceptional circumstances'). These will be used by the LAA to consider whether those exceptional circumstances are deemed to be satisfactory for the Applicant to meet the SQ requirement.
- 5.12 Where the opportunity to provide exceptional circumstances is given, specific details in response to the supplemental questions are requested within the SQ. This must not be used as an opportunity to provide other supplementary information to an Applicant's SQ Response and any information provided that is not relevant to the particular SQ requirement and explanation of exceptional circumstances will not be considered.
- 5.13 Applicants' attention is drawn to the LAA's right to reject an Applicant for submitting false and/or misleading information as provided at paragraphs 10.28 - 10.30 of this IFA.

Section D – Declaration

- 5.14 A declaration in the form set out at Section D of the SQ (see Annex B below) must be provided by:
- (a) the Compliance Officer for Legal Practice (COLP) or the individual intending to be the COLP where the Applicant is or intends to be authorised by the Solicitors Regulation Authority (SRA); or
 - (b) the Head of Legal Practice (HOLP) or the individual intending to be the HOLP where the Applicant is or intends to be authorised by the Bar Standards Board (BSB); or
 - (c) the Compliance Manager (CM) or the individual intending to be the CM where the Applicant is or intends to be authorised by CILEx Regulation (CILEx); or

- (d) where the Applicant is not (and will not be) authorised by the SRA, the BSB or CILEx, a member of Key Personnel who either (i) has decision and / or veto rights over decisions relating to the running of the Applicant; or (ii) has the right to exercise, or actually exercises, significant influence or control over the Applicant.

Completing the ITT

- 5.15 The ITT can be found at ITT 702 – ‘2022 Standard Crime Contract Invitation To Tender’ in the eTendering system.
- 5.16 The information which Applicants will be required to submit will depend on the Class(es) of Work bid for and whether they intend to apply to join Duty Schemes, however, all Applicants will be required to confirm which Class(es) of Work they wish to bid for from each Office from which they wish to deliver Contract Work in order to submit an ITT Response. A full breakdown of each of the questions in the ITT is set out in Annex C.

Criminal Investigations and Criminal Proceedings

- 5.17 Under this Class of Work Applicants may bid to deliver:
- i. Criminal Investigations and Criminal Proceedings Contract Work via Duty Schemes for Offices eligible to join Duty Schemes in London boroughs. This will also allow Applicants to undertake Own Client Contract Work from those Offices; and/or
 - ii. Criminal Investigations and Criminal Proceedings Contract Work via Duty Schemes for Offices eligible to join Duty Schemes outside of London boroughs. This will also allow Applicants to undertake Own Client Contract Work from those Offices; and/or
 - iii. Criminal Investigations and Criminal Proceedings Contract Work which is exclusively Own Client Contract Work for Offices where Applicants are not also applying to join Duty Schemes.

Applicants wishing to apply to join Duty Schemes

- 5.18 Depending on its specific postcode an individual Office may be eligible to join:
- Duty Schemes in London boroughs only;
 - Duty Schemes outside of London boroughs only; or
 - a combination of Duty Schemes in London boroughs and outside of London boroughs.
- 5.19 To apply to join Duty Schemes an Applicant will need to submit either one or two DIFs depending on the Office location as set out below. Applicants not applying to join Duty Schemes are not required to complete and submit a DIF.
- 5.20 Applicants must follow the process set out in the diagram at paragraph 5.22 below to correctly check which Duty Schemes they are eligible to join based on their Office location.

5.21 Please note that due to the complexity of the London area postcode system, London borough and non-London borough Office locations for the purposes of Duty Scheme eligibility are determined differently. Therefore, in accordance with paragraph 7.14, the process set out in the diagram will be used by the LAA to assess Duty Scheme eligibility.

5.22 Where Applicants do not follow this process correctly, or at all, and subsequently bid to join a Duty Scheme(s) for which they are not eligible, the LAA may reject the Individual Bid(s) submitted in whole or in part:

1. Please access the 'Find your local council' tool on the gov.uk website via this link: <https://www.gov.uk/find-local-council> to confirm the local authority associated with the Office location(s) by inputting your Office postcode(s) into the search page.



2. Does the 'find your local council' tool show the Office is in a **London borough**? (A list of London boroughs can be found at Annex A of this IFA).



3.a
Yes (Office is in a **London borough**)



3.b
No (Office is **not** in a **London borough**)



4. a(i) **Offices in London boroughs (step 1)**

Please follow the instructions in the **Office(s) in a London borough** section of the **Duty Solicitor Postcode Tool** which can be accessed at [Crime Contract 2022 tender - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/consultations/crime-contract-2022-tender), to confirm the London police station and London magistrates' court Duty Scheme(s) for which this Office is eligible.

Eligibility for London police station and magistrates' court Duty Schemes is determined in the **Duty Solicitor Postcode Tool** by the London borough in which the Office is located.

Your Office is only eligible for the London police station and London magistrates' court Duty Schemes listed in the Duty Solicitor

4.b **Offices not in London boroughs**

Please follow the instructions in the **Office(s) not in a London borough** section of the **Duty Solicitor Postcode Tool** which can be accessed at [Crime Contract 2022 tender - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/consultations/crime-contract-2022-tender), to confirm the Duty Scheme(s) for which this Office is eligible.

Eligibility for Duty Scheme(s) not in a London borough is determined in the **Duty Solicitor Postcode Tool** by the "postcode sector" in which the Office is located.

The postcode sector means the first half of the postcode which identifies the postcode area and district and the first number of the second half of the postcode, for example, the postcode for the

Postcode Tool under an individual London borough.

This Office may also be eligible for some non-London Duty Schemes even where the Office is located *in* a London borough. To determine if this is the case you must follow the procedure at box 4.a(ii) (step 2) below.

LAA Nottingham Office is NG1 2AS, and therefore its postcode sector is NG1 2.

This Office is only eligible for Duty Schemes listed in the Duty Solicitor Postcode Tool under an individual postcode sector.

This Office may also be eligible for some London Duty Schemes even where the Office is *not* located in a London borough. If this is the case these Duty Schemes will be listed against any applicable postcode sector the Duty Solicitor Postcode Tool (you do not need to follow the procedure at box 4.a(i) or (ii)).



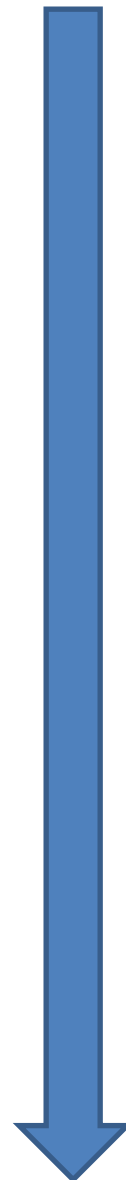
4. a(ii) Offices in London boroughs (step 2)

Some postcode sectors in London boroughs are also eligible for non-London Duty Schemes. To check if this applies to your Office, please follow the steps outlined in the **Office(s) not in a London borough** section of the **Duty Solicitor Postcode Tool**.

Eligibility for non-London Duty Scheme(s) is determined in the Duty Solicitor Postcode Tool by the “postcode sector” in which the Office is located.

The postcode sector means the first half of the postcode which identifies the postcode area and district and the first number of the second half of the postcode, for example, the postcode for the LAA Nottingham Office is NG1 2AS, and therefore its postcode sector is NG1 2.

Where you have followed the instructions in the **Office(s) not in a London borough** section of the Duty Solicitor Postcode Tool, and no Duty Scheme is listed against the postcode sector for your Office, it is not eligible for non-London Duty Schemes.



5.a Duty Information Form

5.b Duty Information Form

To apply for the **London police station Duty Schemes** identified at box 4.(a)(i) you must fully complete and submit:

- the '**London Duty Information Form (DIF)**' as part of your ITT Response.

You cannot apply to join **London magistrates' court Duty Schemes** in the DIF. You may only apply for these when you submit your CRM12 application.

To apply for any **non-London Duty Schemes** identified at box 4.(a)(ii) you must fully complete and submit:

- the '**Non-London Duty Information Form (DIF)**' as part of your ITT Response.

Instructions on how to complete the DIF are included within the DIF.

You **must** include details of all Offices applying to join Duty Schemes and which fall within London boroughs.

To apply for the Duty Schemes identified above you must fully complete and submit the '**Non-London Duty Information Form (DIF)**' as part of your ITT response.

Instructions on how to complete the DIF are included within the DIF.

You **must** include details of all Offices applying to join Duty Schemes and which do not fall within London boroughs.

5.23 Further information about Duty Schemes can be found in Annex A of this IFA.

5.24 The DIFs can be accessed from the '*Buyer Attachments*' section of the ITT and guidance on how to use and complete each section of the DIF is included within the DIF itself. Applicants must download the relevant DIF(s) directly from the eTendering system and not take versions of DIFs from other sources, as such versions may not be accurate and may result in your Tender being rejected in part or in whole.

5.25 The DIF(s) requires Applicants to enable macros and Applicants are therefore encouraged ensure that they access the DIF from a system that can enable macros and not, for example, from mobile or tablet devices.

5.26 Applicants using older versions of Microsoft Excel may not be able to use the DIF(s). Applicants are encouraged to open and complete the relevant DIF(s) on computers with more recent versions of Excel.

5.27 Applicants that cannot enable macros on their IT system must request a non-macro version of the relevant DIF(s) through the eTendering system message board by 23.59 on 22 November 2021. After this date, the LAA cannot guarantee that it will be able to respond quickly to such requests. It must be noted that this version of the DIF(s) does not include prompts to assist Applicants to complete the DIF(s).

5.28 An Applicant's DIF(s) must include the details of each Office from which they are applying to join Duty Schemes.

- 5.29 Applicants must save and close the DIF(s) on their own IT system before uploading the completed form into the eTendering system. Applicants must upload the relevant DIF(s) into their ITT Response by clicking the '*Click to attach*' button provided in the ITT.
- 5.30 Applicants must note that as DIF(s) are completed outside of the eTendering system, it is not possible for the eTendering system to prevent incorrect or incomplete information from being submitted.
- 5.31 Applicants are solely responsible for ensuring the relevant DIF(s) is fully and accurately completed and submitted accordingly.
- 5.32 **If an Applicant does not properly submit a correctly completed DIF(s) with its ITT Response, it may not be eligible to join some or all of the Duty Schemes for which it intended to apply to join through this procurement process during the term of the 2022 Crime Contract.**
- 5.33 Applicants submitting Individual Bids to deliver Contract Work via Duty Schemes must provide as full a postcode for each Office as possible in order to select Duty Schemes they wish to apply to join in the DIFs. Eligibility for a Duty Scheme(s) is determined by the 'postcode sector' in which the Office is located. The postcode sector is the first half of the postcode and the first number of the second half of the postcode, for example, for the postcode NG1 2AS the postcode sector is NG1 2. If insufficient postcode details are given, the DIF(s) will not be able to identify which Duty Schemes that postcode is eligible for.
- 5.34 Applicants must also have regard to the information set out at paragraphs 3.11 – 3.13 of this IFA in respect of Office moves and the potential impact on Duty Scheme eligibility.
- 5.35 Applicants are solely responsible for ensuring that they complete the correct address and postcodes for their Office(s) through the DIF(s). Where Applicants fail to do this properly, the LAA may reject one or more of the Applicant's Individual Bids.

Applicants bidding to deliver Own Client Contract Work

- 5.36 Applicants who are bidding to deliver Criminal Investigations and Criminal Proceedings Own Client Contract Work from Offices either in addition to those from which they are applying to join Duty Schemes or who are bidding to deliver Own Client Contract Work only, and who wish to deliver Contract Work from more than the 10 Offices that are catered for in the eTendering system will be required to submit further details of its Offices in the Additional Office Information Form. This form can be found in the 'buyer attachments' section of the ITT.

Prison Law

- 5.37 Applicants may bid to deliver this Class of Work:
- i. In addition to the Criminal Investigations and Criminal Proceedings Class of Work;
or
 - ii. As a standalone Class of Work.

- 5.38 Applicants will be required to provide Office address details of each Office from which it wishes to deliver the Prison Law Class of Work.
- 5.39 Applicants who are bidding to deliver Prison Law and who wish to deliver Contract Work from more than the five Offices that are catered for in the eTendering system will be required to submit further details of its Offices in the Additional Office Information Form. This form can be found in the 'buyer attachments' section of the ITT.

Appeals and Reviews Only

- 5.40 Applicants who do not wish to undertake either the Criminal Investigations and Criminal Proceedings or the Prison Law Classes of Work may bid to deliver Appeals and Reviews as a standalone Class of Work.
- 5.41 Applicants will be required to provide Office address details of each Office from which it wishes to deliver the Appeals and Reviews only.
- 5.42 Applicants who are bidding to deliver Criminal Investigations and Criminal Proceedings and/or the Prison Law Classes of Work are not required to bid to deliver Appeals and Reviews separately.
- 5.43 Applicants who are bidding to deliver Appeals and Reviews and who wish to deliver Contract Work from more than the five Offices that are catered for in the eTendering system will be required to submit further details of its Offices in the Additional Office Information Form. This form can be found in the 'buyer attachments' section of the ITT.

SECTION 6: APPLICANTS' QUESTIONS

- 6.1 If an Applicant has a question about the procurement process to which they cannot find a response in this document or guidance provided in the eTendering system, it will be able to direct it through two different channels depending on the nature of the query. The two different question types are:
- questions about the content of this IFA; and
 - technical questions about how to operate the eTendering system.

Questions about this IFA

- 6.2 If an Applicant has any questions about the content of this IFA, it may submit them up until **23.59 on 7 November 2021**. This is referred to in the eTendering system as the 'End date for supplier clarification messages'.
- 6.3 All such questions must be submitted using the eTendering system message boards for this procurement process.
- 6.4 Applicants should assume that questions and answers may be published. Questions that the LAA considers to be of wider interest will be collated and answered centrally in writing to ensure that all potential Applicants have equal access to information. Questions and answers will be published on the LAA's tender pages at <https://www.gov.uk/government/publications/crime-contract-2022-tender> in the

'Procurement process for Criminal Legal Aid Services from October 2022 Frequently Asked Questions (FAQ)'.

Technical questions about how to operate the eTendering system

- 6.5 There is a helpdesk to provide technical support to Applicants' using the eTendering system. 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.
- 6.6 Questions for the helpdesk should be emailed to: help@bravosolution.co.uk Alternatively, the telephone number for the helpdesk is 0800 069 8630 and lines are open from 8am to 6pm Monday to Friday.
- 6.7 The LAA recommend that Applicants start to complete their Tender early so that they identify any areas in which they need help as soon as possible as the helpdesk is likely to be very busy in the days leading up to the Deadline. The LAA cannot guarantee that queries received close to the Deadline will be dealt with in time.

SECTION 7: TENDER ASSESSMENT

SQ Assessment

- 7.1 The LAA will check that the Applicant has submitted an SQ Response. If no SQ Response has been submitted this will be considered an incomplete Tender and the LAA will reject the Applicant's Tender in its entirety and there is no right of appeal against this decision.
- 7.2 The LAA will assess an Applicant's SQ Response in accordance with the assessment approach detailed in Annex B.
- 7.3 Subject to paragraph 7.4 below, the LAA will assess SQ Responses on the basis of information submitted by the Applicant in its Tender. SQ Responses will be assessed on a 'pass' or 'fail' basis.
- 7.4 In respect of questions C.7, C.8 and C.9 the LAA will review its own records in assessing whether the requirements have been met. For all other questions in Section B and C of the SQ, the LAA's assessment will be solely reliant on information provided by the Applicant. That information must be complete and accurately expressed. Applicants' attention is drawn to the LAA's right to reject an Applicant for submitting false and/or misleading information as provided at paragraphs 10.28 - 10.30 of this IFA.
- 7.5 The LAA will then review the declarations given in an Applicant's SQ Response (Section D of the SQ) to ensure the Applicant has provided the necessary declarations.
- 7.6 Where the Applicant fails to provide the necessary declarations, the whole SQ Response may fail.
- 7.7 The sole right of appeal is set out at paragraph 10.38 of this IFA. That right of appeal applies solely where the LAA assesses the Applicant's SQ Response as unsuccessful.

- 7.8 Applicants that are assessed as having passed the SQ will proceed to the assessment of the ITT, as set out below.
- 7.9 Where an Applicant is notified that its SQ Response is unsuccessful, but the Applicant subsequently successfully appeals against the outcome, the Applicant's Tender will proceed to the assessment of the ITT, as set out below.

ITT Assessment

- 7.10 The LAA will check that the Applicant has submitted an ITT Response.
- 7.11 If no ITT Response has been submitted or is incapable of assessment this will be considered an incomplete Tender and the LAA will reject the Applicant's Tender in its entirety and there is no right of appeal against this decision.
- 7.12 In respect of all Tenders, the LAA will conduct an assessment of:
- all addresses and postcodes provided as part of an Individual Bid; and
 - the declarations and warranties provided as part of an ITT Response.

Address and postcode assessment

- 7.13 The LAA will review any address and postcode details provided as part of an Individual Bid for an Office to check that the address and postcode provided fall within England and Wales.
- 7.14 Where an Applicant has tendered to join Duty Schemes, Office address details as submitted in their DIFs will be checked to ensure that each is eligible for the selected Duty Scheme(s) in accordance with the diagram set out at paragraph 5.22 of the IFA. For the avoidance of doubt, Office address details provided in any other part of an Applicant's Tender will not be assessed for the purposes of evidencing Duty Scheme eligibility.

Declarations and warranties assessment

- 7.15 The LAA will review the warranties and declarations given in an Applicant's Tender to ensure the Applicant has provided the necessary declarations and warranties.
- 7.16 The LAA will assess the declarations and warranties on the basis of information submitted. Responses will be assessed on a pass or fail basis.
- 7.17 Where the Applicant fails to provide the necessary declarations and warranties, the whole ITT Response may fail.

Notification of Tender outcomes

- 7.18 All Applicants will be notified of the outcome of their Tenders through the eTendering system message board.

- 7.19 Applicants should note that Contract awards will be conditional upon providing compliant verification information to support their Tenders by the deadline set out in this IFA.
- 7.20 In addition, Contracts may be awarded with conditions applied, such as where the LAA has accepted the exceptional circumstances provided by an Applicant in its SQ Response but wishes to monitor the position of the Provider in respect of those exceptional circumstances during the life of the Contract.

Applicants whose Tender is unsuccessful

- 7.21 Notifications to Applicants who have been unsuccessful will include reasons for why their Tender has been assessed as unsuccessful.

SECTION 8: VERIFICATION OF CRIME CONTRACT TENDERS

- 8.1 All successful Applicants will be required to verify their Tender and all Contract awards will be conditional on Tenders being satisfactorily verified by the LAA. Details of the verification requirements are set out at paragraph 8.6 of this IFA.
- 8.2 Applicants will be required to submit details of their authorisation by a Relevant Professional Body and each of their Office addresses, where known, as part of their Tender. All remaining verification information will be requested when the LAA notifies the Applicant of the outcome of its Tender.
- 8.3 Where Applicants cannot provide compliant verification information by 23.59 on 27 March 2022, they may not be eligible to join the October 2022 Duty Rotas.
- 8.4 Where Applicants have provided verification information by 23.59 on 27 March 2022 but the LAA requires further evidence to verify compliance, they may be eligible to join the January 2023 Duty Rotas.
- 8.5 It is the Applicant's responsibility to ensure that the verification information submitted is compliant. Where Applicants do not respond or fail to provide all compliant verification information by the date they are requested to do so, the LAA reserve the right to withdraw the Contract award.
- 8.6 A summary of the verification information required and the dates and process for completing verification are as follows:

<i>What will the LAA verify</i>	<i>What evidence will be required from the Applicant?</i>	<i>When will the verification information be requested?</i>	<i>Applicants must submit compliant verification information by:</i>
Applicants hold authorisation from a Relevant Professional Body	Confirmation of SRA, BSB or CILEX Number	1. At Tender 2. Where not provided and/or where submitted with the Tender and not fully compliant, as part of any contract award notification	The Verification Date of 23.59 on 27 March 2022
Applicants has a Quality Standard	<p>Either:</p> <p>i SQM or Lexcel certificate valid as at 1 October 2022; or</p> <p>ii. Where the Applicant's current Quality Standard certificate expires between 28 March and 30 September 2022, a copy of their current Quality Standard certification and written confirmation from the LAA's or Law Society's auditing body of the date on which their next audit will be carried out (ensuring that there is no lapse in time between the end of their current certificate and the audit taking place).</p> <p>Where the Applicant has passed the desktop SQM audit only, please provide a copy of the letter of confirmation.</p>	As part of any contract award notification	<p>The Verification Date of 23.59 on 27 March 2022</p> <p>Where an Applicant's Quality Standard expires between 28 March and 30 September 2022, Contract Management will confirm compliance within 3 months of Contract Start Date that the Applicant has a valid Quality Standard</p>
Applicants with limited liabilities have provided appropriate indemnities	Completed personal guarantee and indemnity form and/or parent company guarantee	As part of any contract award notification	The Verification Date of 23.59 on 27 March 2022

<p>Each Office from which the Applicant is applying to conduct criminal legal aid work meets the Office requirements in the Crime Contract</p>	<p>Office address including postcode</p>	<p>1. At Tender 2. Where not provided, as part of any contract award notification</p>	<p>The Verification Date of 23.59 on 27 March 2022</p>
<p>Where Criminal Investigations & Criminal Proceedings work is tendered for the Applicant Employs a Supervisor that meets the Crime Supervisor Standard</p>	<p>For Supervisors Employed on a Full Time Equivalent (FTE) basis, either:</p> <p>Route A. A fully compliant Supervisor Standard and Declaration Form (“SUPP (CRI-A)”) which demonstrates the required case hours/ case involvement from the 12-month period immediately preceding the date the form is submitted; OR</p> <p>Route B. A Supervisor Standard and Declaration Form (“SUPP (CRI-B)”) that demonstrates:</p> <p>i. at least 50% of the total casework/case involvement required by the Supervisor Standards set out in paragraphs 2.20 - 2.21 of the 2022 Standard Crime Contract Specification since 1 October 2021; and</p> <p>ii. that the Applicant warrants that the proposed Supervisor will meet the requirements of the Supervisor Standards set out in paragraphs 2.20 - 2.21 of the 2022 Standard Crime Contract Specification in full from the preceding 12-month period from the Contract Start Date, subject to the requirements at paragraph 8.8 – 8.11 below.</p>	<p>As part of any contract award notification</p>	<p>The Verification Date of 23.59 on 27 March 2022</p> <p>Where Applicants rely on route B (either for supervisors Employed on a FTE or PTE basis), Applicants will need to demonstrate compliance with the full requirements of the Supervisor Standards set out in paragraphs 2.20 - 2.21 of the 2022 Standard Crime Contract Specification with their Contract Manager within 3 months of the Contract Start Date</p>

	<p>For Supervisors Employed on a Part-Time Equivalent (PTE) basis, either:</p> <p>Route A. A fully compliant Supervisor Standard and Declaration Form (“SUPP (CRI-A)”) which demonstrates the required case hours over a 5-year period and required case involvement which have been worked or closed in the 12-month period immediately preceding the date the form is submitted; OR</p> <p>Route B. A supervisor Standard and Declaration Form (“SUPP (CRI-B)”) which demonstrates:</p> <p>i. the required case hours over a 5-year period, for which the LAA will waive the hours requirement for up to 210-hours in the year 2020/21 or 2021/22 (or split between the two periods); and</p> <p>ii. the required case involvement which has been worked or closed in the two-year period immediately preceding the date the form is submitted; and</p> <p>iii. that the Applicant warrants that the proposed Supervisor will meet the requirements of the Supervisor Standards set out in paragraphs 2.20 - 2.21 of the 2022 Standard Crime Contract Specification in full from the Contract Start Date, subject to the requirements at paragraph 8.8 – 8.11 below.</p>		
<p>Where Criminal Investigation and Criminal Proceedings work is tendered for, the Applicant meets the 1:4 FTE Supervisor</p>	<p>Crime contract holders will be required to demonstrate that they meet the 1:4 FTE Supervisor to Caseworker/Designated Fee Earner ratio</p>	<p>Following Crime Contract execution</p>	<p>Contract Management will confirm compliance within 3 months of Contract Start Date</p>

to Caseworker ratio			
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<p>Where Prison Law work is tendered for the Applicant Employs a Supervisor that meets the Prison Law Supervisor Standard</p>	<p>For Supervisors Employed on a Full Time Equivalent (FTE) basis, either:</p> <p>Route A. A fully compliant Supervisor Standard and Declaration Form (“SUPP (PL-A)”) which demonstrates the required case hours/ case involvement from the 12-month period immediately preceding the date the form is submitted; OR</p> <p>Route B. A Supervisor Standard and Declaration Form (“SUPP (PL-B)”) that demonstrates:</p> <p>i. at least 50% of the total casework/case involvement required by the Supervisor Standards set out in paragraphs 2.22 - 2.24 of the 2022 Standard Crime Contract Specification since 1 October 2021; and</p> <p>ii. that the Applicant warrants that the proposed Supervisor will meet the requirements of the Supervisor Standards set out in paragraphs 2.22 - 2.24 of the 2022 Standard Crime Contract Specification in full, from the preceding 12-month period from the Contract Start Date, subject to the requirements at paragraph 8.8 – 8.11 below.</p> <p>For Supervisors Employed on a Part-Time Equivalent (PTE) basis, either:</p> <p>Route A. A fully compliant Supervisor Standard and Declaration Form (“SUPP (PL-A)”) which demonstrates the required case hours over a 5-year period and required case involvement which have been worked or closed in the 12-month period immediately preceding the date the form is submitted; OR</p> <p>Route B. A supervisor Standard and Declaration Form (“SUPP (PL-B)”) which demonstrates:</p>	<p>As part of any contract award notification</p>	<p>The Verification Date of 23.59 on 27 March 2022</p> <p>Where Applicants rely on route B (either for supervisors Employed on a FTE or PTE basis), Applicants will need to demonstrate compliance with the full requirements of the Supervisor Standards set out in paragraphs 2.22 – 2.24 of the 2022 Standard Crime Contract Specification with their Contract Manager within 3 months of the Contract Start Date</p>
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	<p>i. the required case hours over a 5-year period, for which the LAA will waive the hours requirement for up to 210-hours in the year 2020/21 or 2021/22 (or split between the two periods); and</p> <p>ii. the required case involvement which has been worked or closed in the two-year period immediately preceding the date the form is submitted; and</p> <p>iii. that the Applicant warrants that the proposed Supervisor will meet the requirements of the Supervisor Standards set out in paragraphs 2.22 - 2.24 of the 2022 Standard Crime Contract Specification in full, from the Contract Start Date, subject to the requirements at paragraph 8.8 – 8.11 below.</p>		
Where Prison Law only work is tendered for the Applicant meets the 1:6 FTE Supervisor to Caseworker ratio (or 1:4 FTE where another Class of Work is also conducted)	Crime contract holders will be required to demonstrate that they meet the 1:6 FTE Supervisor to Caseworker/ Designated Fee Earner ratio	Following Crime Contract execution	Contract Management will confirm compliance within 3 months of Contract Start Date
Where Appeals and Reviews only work is tendered for the Applicant Employs a Supervisor that meets the Appeals	<p>For Supervisors Employed on a Full Time Equivalent (FTE) basis, either:</p> <p>Route A. A fully compliant Supervisor Standard and Declaration Form (“SUPP (AR-A)”) which demonstrates the required case hours/ case involvement from the 12-month period immediately preceding the date the form is submitted; OR</p>	As part of any contract award notification	<p>The Verification Date of 23.59 on 27 March 2022</p> <p>Where Applicants rely on route B (either for supervisors Employed on a FTE or PTE basis),</p>

<p>and Reviews Supervisor Standard</p>	<p>Route B. A Supervisor Standard and Declaration Form (“SUPP (AR-B)”) that demonstrates:</p> <ul style="list-style-type: none"> i. at least 50% of the total casework/case involvement required by the Supervisor Standards set out in paragraph 2.26(b) of the 2022 Standard Crime Contract Specification since 1 October 2021; and ii. that the Applicant warrants that the proposed Supervisor will meet the requirements of the Supervisor Standards set out in paragraph 2.26(b) of the 2022 Standard Crime Contract Specification in full from the preceding 12-month period from the Contract Start Date, subject to the requirements at paragraph 8.8 – 8.11 below. <p>For Supervisors Employed on a Part-Time Equivalent (PTE) basis, either:</p> <p>Route A. A fully compliant Supervisor Standard and Declaration Form (“SUPP (AR-A)”) which demonstrates the required case hours over a 5-year period and required case involvement which have been worked or closed in the 12-month immediately preceding the date the form is submitted; OR</p> <p>Route B. A supervisor Standard and Declaration Form (“SUPP (AR-B)”) which demonstrates:</p> <ul style="list-style-type: none"> i. the required case hours over a 5-year period, for which the LAA will waive the hours requirement for up to 210-hours in the year 2020/21 or 2021/22 (or split between the two periods); and ii. the required case involvement which has been worked or closed in the two-year immediately preceding the date the form is submitted; and 		<p>Applicants will need to demonstrate compliance with the full requirements of the Supervisor Standards set out in paragraph 2.26(b) of the 2022 Standard Crime Contract Specification with their Contract Manager within 3 months of the Contract Start Date</p>
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	iii. that the Applicant warrants that the proposed Supervisor will meet the requirements of the Supervisor Standards set out in paragraph 2.26(b) of the 2022 Standard Crime Contract Specification in full, from the Contract Start Date, subject to the requirements at paragraph 8.8 – 8.11 below.		
Where Appeals and Reviews only work is tendered for the Applicant meets the 1:4 FTE Supervisor to Caseworker ratio	Crime contract holders will be required to demonstrate that they meet the 1:4 FTE Supervisor to Caseworker/ Designated Fee Earner ratio	Following Crime Contract execution	Contract Management will confirm compliance within 3 months of Contract Start Date

How Applicants may demonstrate that they Employ a Supervisor that meets the Supervisor Standard

- 8.7 We expect that many Supervisors will be able to demonstrate the full requirements of the Supervisor Standards (**route A**, as set out in the table at paragraph 8.6). Where this is not the case, an Applicant may rely on **route B** to verify its Tender. However, the LAA will require proposed Supervisors to provide evidence which demonstrates the minimum requirements set out in paragraphs 8.8 – 8.11 below, by the Verification Date.
- 8.8 Applicants relying on **route B** must complete and submit the SUPP (CRI-B) and/or SUPP (PL-B) or SUPP (AR-B) form(s) as applicable to the Class(es) of Work the Applicant has been notified of the LAA's intention to award under this procurement process.
- 8.9 For Supervisors Employed on a FTE basis, the SUPP (CRI-B), SUPP (PL-B) and SUPP (AR-B) forms have been designed to allow Supervisors to demonstrate:
- i) at least 50% of the case example requirements set out in paragraphs 2.20 - 2.26 (as applicable to the Class of Work) of the Supervisor Standards in the 2022 Standard Crime Contract Specification have been worked on or closed since 1 October 2021. This means Supervisors must complete and submit details of cases for all of the examples listed in each sub-section of section 3 of the forms as they relate to FTE Employed Supervisors; AND
 - ii) that at least 50% (at least 175 hours) of the crime case involvement requirements set out in paragraphs 2.20 - 2.26 (as applicable to the Class of Work) of the Supervisor Standards in the 2022 Standard Crime Contract Specification have been completed since 1 October 2021 and which are contained in section 4 of the forms; AND
 - iii) that the Applicant warrants that the proposed Supervisor will meet the requirements of the Supervisor Standards set out in paragraphs 2.20 - 2.26 (as applicable to the Class of Work) of the 2022 Standard Crime Contract Specification in full, from the Contract Start Date.
- 8.10 For Supervisors Employed on a PTE basis, the SUPP (CRI-B), SUPP (PL-B) and SUPP (AR-B) forms have been designed to allow Supervisors to demonstrate:
- i) that the case example requirements set out in paragraphs 2.20 - 2.26 (as applicable to the Class of Work) of the Supervisor Standards in the 2022 Standard Crime Contract Specification have been worked on or closed during the two-year period immediately preceding the date the form is submitted. This means Supervisors must complete and submit details of case for all of the examples listed in each sub-section of section 3 of the forms as they relate to PTE Employed Supervisors; AND
 - ii) that 1050 hours of the Supervisor's crime case involvement requirements set out in paragraphs 2.20 - 2.26 (as applicable to the Class of Work) of the

Supervisor Standards in the 2022 Standard Crime Contract Specification have been completed during the preceding five-year period, for which the LAA will waive up to 210-hours in the year 2020/21 or 2021/22 (or split between the two periods) and which are contained in section 4 of the forms; AND

iii) that the Applicant warrants that the proposed Supervisor will meet the requirements of the Supervisor Standards set out in paragraphs 2.20 - 2.26 (as applicable to the Class of Work) of the 2022 Standard Crime Contract Specification in full, from the Contract Start Date.

- 8.11 Where an Applicant relies on **route B** (either for Supervisors Employed on a FTE or PTE basis), they must be able to demonstrate by 1 October 2022 that all their Supervisors meet requirements of the Supervisor Standards set out in paragraphs 2.20 - 2.26 (as applicable to the Class of Work) of the 2022 Standard Crime Contract Specification in full from the Contract Start Date i.e. can evidence a fully compliant Supervisor Standard and Declaration Form with their Contract Manager within 3 months of the Contract Start Date.
- 8.12 To Pass the verification stage, Applicants will have needed to submit compliant verification information and which the LAA accepts as meeting all of the requirements. **It is the Applicants responsibility to ensure that it submits the correct Supervisor Standard and Declaration Form depending upon its specific circumstances and the Class(es) of Work tendered for.**
- 8.13 The LAA cannot guarantee that it will issue Contract documentation by 1 October 2022 where Applicants do not submit compliant verification information by the Verification Date and which the LAA confirms that it accepts as meeting the requirements. This means Applicants will not be able to commence work under the Contract until contract documentation has been uploaded and accepted in in the LAA's CWA system.
- 8.14 The LAA may at its sole discretion seek to verify additional information contained in the Applicant's Tender.
- 8.15 Where Applicants intend to open an Office to deliver the Contract Work tendered for, in addition to confirming the Office address and postcode, they will be required to complete and return an AC1 form and supporting documents so the new Office can be allocated a LAA Account Number and set up on the LAA systems. Applicants cannot be issued with Contract documentation or start, or be paid for, Contract Work until a completed AC1 form and supporting documents have been received and processed by the LAA. The AC1 form is available at: www.gov.uk/guidance/update-your-details-with-laa.
- 8.16 Where no response is received to a verification request by the Contract Start Date or information is provided but is non-compliant, the contract offer may be withdrawn.

Issuing of contract documentation

- 8.17 Where Applicants verify their Tender satisfactorily through the above process, they will be notified that their Contract documentation is available to view and execute online.

- 8.18 Contract documentation will be issued and executed electronically in the LAA's CWA system. Successful Applicants will need to access this system to execute their Crime Contract by clicking the "Accept Contract" button within the system. By doing this, a successful Applicant agrees to be bound by the terms of the Crime Contract.
- 8.19 To execute their Crime Contract an Applicant must have successfully registered on the LAA system and have been issued with an LAA Account Number for each Office. Applicants with new Offices must ensure that they complete and return their AC1 form and supporting documentation as soon as possible in to allow this to happen.
- 8.20 In addition, an Applicant must have set up sufficient designated signatories on CWA before they can execute their Crime Contract. Guidance on how to do this will be provided by the LAA with its Contract award notification.

SECTION 9: SUBMISISON OF CRM12 FORMS

- 9.1 CRM12s will be sent via the eTendering system to Applicants who have been notified that they have Passed verification.
- 9.2 Where Applicants do not submit compliant verification information by the Verification Date, the LAA cannot guarantee that it will be able to process verification information in order for them to be sent a CRM12 to join Rotas.
- 9.3 It is the Applicant's responsibility to ensure that the CRM12 they submit is correctly completed. Where Applicants do not submit a correctly completed CRM12 by the relevant CRM12 deadline, the LAA cannot guarantee that Applicants who have bid to join Duty Schemes will be able to do so in time for the relevant Rotas.
- 9.4 Applicants who are invited to submit a CRM12 to join Rotas from 00.00 on 1 October 2022 must submit a compliant CRM12 form by **23.59 on 25 May 2022**.
- 9.5 Applicants who are invited to submit a CRM12 to join Rotas from 00.00 on 3 January 2023 must submit a compliant CRM12 form by **23.59 on 5 September 2022**. Applicants who have already been invited to submit a CRM12 to join the October 2022 Rotas and who have been allocated Duty Slots on that Rota(s) will not be required to do so again. However, organisations will be able to add or amend the details of their Duty Solicitors through the usual process managed by the LAA's National Duty Performance team. Further information can be found at: [Duty solicitors: rotas, information and guidance](#)

What information must Applicants complete on the CRM12 form?

- 9.6 Applicants who receive a CRM12 must provide the details of all Duty Solicitors they wish to nominate for inclusion on relevant Duty Schemes.
- 9.7 The CRM12 requires an Applicant's COLP, HOLP or CM to confirm that:
- all Duty Solicitors will meet the attendance requirements in the Crime Contract; and
 - attendances will be undertaken for the organisation to which the Duty Slots have been allocated; and
 - each Duty Solicitor will undertake 50 hours of Criminal Defence Work per calendar month from the Office for which they derive their Duty Slots; and

- they have made reasonable enquiries of each Duty Solicitor and have written confirmation from each Duty Solicitor that they have not applied for Duty Slots with another organisation and which will be provided to the LAA upon request.
- 9.8 Applicants should note that compliance against these requirements will be monitored throughout the Contract Period.
- 9.9 Where the LAA receives CRM12s from multiple organisations for the same Duty Solicitor, **the LAA will not include that Duty Solicitor on the relevant Rota(s), and neither Applicant will receive Duty Slots for that individual until such time as the issue is resolved and which will not be before the next Rota.**
- 9.10 The LAA will contact the affected Applicants who must resolve any disputes as to which CRM12 should be accepted so that the Duty Solicitor may be included on subsequent Duty Rotas.
- 9.11 If, upon submission of CRM12s, it becomes apparent that an individual Duty Solicitor has applied for too many Duty Schemes, for example where an individual Duty Solicitor has listed more than 2 magistrates' court Duty Schemes in relation to London Schemes, **the LAA will not include that Duty Solicitor on the relevant Rota(s) and the Applicant will not receive Duty Slots for that individual until such time as the issue is resolved, which will not be before for the next Rota.**
- 9.12 The LAA will contact the Applicant to confirm that the individual Duty Solicitor has applied to join too many Duty Schemes and require that the issue(s) be resolved so that the Duty Solicitor may be included on future Rotas.
- 9.13 An Applicant's Duty Solicitors must serve on those police station, magistrates' court and virtual court Duty Schemes that the organisation successfully tendered for. The number of Duty Slots allocated to an organisation is determined by the number of Duty Solicitors that the organisation 'Engages' (in line with Section 6 of the Crime Contract Specification and in particular paragraph 6.5 of the Crime Contract Specification).

SECTION 10: GENERAL RULES OF THIS PROCUREMENT PROCESS

Introduction

- 10.1 This procurement process is governed by this IFA which represents a complete statement of the rules of the procurement process. This IFA supersedes all prior negotiations, representations or undertakings, whether written or oral. References to 'Tender' include, as applicable, any submission forming part of a Tender such as the Response to the ITT.
- 10.2 'Legal services' are classified as Social and Other Specific Services to which The Public Contracts Regulations 2015 (the "Regulations") only apply in part. The LAA is not bound by any of the Regulations except those which specifically apply to the procurement of Social and Other Specific Services.

10.3 This IFA and any supplementary documents issued as part of this procurement process are governed and construed in accordance with English and Welsh Law.

Submitting a Tender

10.4 The Applicant agrees to comply with the rules (contained in this Section 10 and elsewhere in this IFA) of this procurement process, the terms of the user agreement governing the use of the LAA eTendering system and any contract awarded to them by the LAA (including any conditions of contract award). If the Applicant fails to comply with the rules of this procurement process and/or the terms of the user agreement, the LAA will assess the Applicant's Tender as unsuccessful.

10.5 The Applicant must submit a complete Tender (in accordance with paragraph 10.8) by the Deadline. For the purposes of the Deadline, the time specified on the eTendering system shall be the definitive time. A Tender will be rejected if it is submitted by the Applicant after the Deadline. The LAA will not consider:

- (a) any requests by the Applicant to amend or submit the Tender after the Deadline; or,
- (b) any requests by the Applicant for an extension of the time or date fixed for the submission of the Tender

and the Applicant accepts all responsibility for ensuring all parts of its Tender are submitted through the eTendering system by the Deadline.

10.6 The Applicant must submit a complete Tender (in accordance with paragraph 10.8) using the eTendering system at www.legalaid.bravosolution.co.uk. The LAA will not consider any Tender submitted by the Applicant in any other form, or by any other method.

10.7 A Tender comprising of a Response to the SQ and the ITT must be authorised by one of the following:

- a) the Applicant's COLP, HOLP or CM, or intended COLP, HOLP or CM; or
- b) where the Applicant is not authorised by a Relevant Professional Body, a member of Key Personnel who either:
 - (i) has decision and / or veto rights over decisions relating to the running of the Applicant; or
 - (ii) has the right to exercise, or actually exercises, significant influence or control over the Applicant.

10.8 The Applicant must submit a complete Tender (i.e. a SQ Response and an ITT Response) prior to the Deadline. The Applicant must reply to every question in the Tender and upload all requested documentation, even if it has previously provided this information or if it is otherwise of the view that the LAA is already aware of such information. Where an Applicant does not submit a complete Tender, their Tender will be rejected its entirety and there will be no right of appeal.

10.9 The Applicant may only submit one Tender (i.e. maximum of one response to the SQ and/or ITT). Where an Applicant submits more than one SQ Response and/or ITT

Response, the LAA will assess only the last SQ and/or ITT Response submitted prior to the Deadline.

- 10.10 The Applicant must ensure that its Tender is fully and accurately completed. The Applicant must ensure that information provided as part of its response is of sufficient quality and detail that an informed assessment of it can be made by the LAA.
- 10.11 Subject to the LAA's right to clarify at paragraph 10.25, the Applicant will not be permitted to amend or alter the Tender after the Deadline except in circumstances expressly permitted by the LAA.
- 10.12 In the event of any conflict between the information, answers or responses submitted as part of a Tender, without prejudice to the other rules of the procurement process, including the LAA's right to clarify, the conflict will be resolved by accepting the information, answer or document least favourable to the Applicant. This may mean that the LAA may reject the Tender in whole or in part.
- 10.13 The Applicant, by submitting a Tender, warrants to the LAA that:
- (i) it has complied with all the rules and instructions applicable to this IFA and the eTendering system in all respects;
 - (ii) all information, representations and other matters of fact communicated (whether in writing or otherwise) to the LAA by the Applicant are true, complete and accurate in all respects; and
 - (iii) it has capacity to concurrently deliver all of the services it has submitted a Tender for.
- 10.14 The Applicant must keep any Tender valid and capable of acceptance by the LAA up to the Contract Start Date.
- 10.15 By submitting a Tender the Applicant agrees to be bound by the Contract without further negotiation or amendment.
- 10.16 In submitting its Tender, the Applicant acknowledges the fact that Applicants may be party to no more than one 2022 Standard Crime Contract. Further the Applicant acknowledges that subject to the provisions on the holding of a single Contract as referred to in this paragraph 10.16, this procurement process is entirely independent of any other procurement processes that have been run by the LAA or any predecessor organisation. Accordingly, no previous conduct or decisions of the LAA can be relied upon by the Applicant as setting any precedent for the LAA's conduct in respect of this procurement process.
- 10.17 The Applicant must monitor and respond as appropriate to messages received through the eTendering system throughout this procurement process and the LAA accepts no liability where the Applicant fails to do so. All communication with Applicants through the eTendering system, including that outlined in paragraph 10.20 will be deemed to have been received by the Applicant at the time of transmission in the eTendering system. The time specified in the eTendering system shall be the definitive time.

10.18 Any Frequently Asked Questions published through the eTendering system in accordance with Section 6 of this IFA will form part of the documentation for this procurement process. Applicants should have regard to the relevant Frequently Asked Questions documents prior to submitting a Tender.

10.19 Without prejudice to any warranties given, these rules of the procurement process do not form a separate collateral contract between the Applicant and the LAA.

Right to Cancel or Amend the Procurement Process

10.20 The LAA reserves the right to amend the procurement process (including any related documentation) at any time. Any notices of amendments will be published on the LAA's website at <https://www.gov.uk/government/publications/crime-contract-2022-tender> and notified to individual Applicants through a message on the eTendering system.

10.21 A Tender submitted by an Applicant which does not comply with any amendments made in accordance with paragraph 10.20 before the Deadline may be rejected.

10.22 The LAA reserves the right to suspend or cancel the procurement process in its entirety or in part, and not to proceed to award contracts at any time at its absolute discretion.

10.23 While the LAA has taken all reasonable steps to ensure, as at the date of the issue of the IFA, that the facts which are contained both within it 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. If contradictory information is contained in this IFA and / or associated documents, the provisions of this Section 10 will take precedence.

10.24 All information supplied by the LAA to the Applicant, including that within the IFA, is subject to that Applicant's own due diligence. The LAA accepts no liability to the Applicant whatsoever resulting from the use of the IFA and any associated documents, or any omissions from or deficiencies in them.

Right to Clarify / Verify

10.25 The LAA may at its sole discretion seek to clarify or verify the Applicant's Tender. It will not do so where this would afford an Applicant the opportunity to improve its Tender by submitting a changed bid which would constitute a new tender. Where it does exercise its discretion to seek clarification or verification, in making its decision following receipt of an Applicant's response, the LAA will not take into account any information received which falls outside of the scope of the specific clarification or verification it is seeking.

10.26 Where the LAA contacts the Applicant in circumstances outlined in 10.25, the Applicant must provide the information requested by the date specified by the LAA. Any information provided by the Applicant after the specified date may not be taken into account by the LAA when evaluating the Applicant's Tender.

10.27 The SQ and ITT request some information that the LAA requires to be able to progress the issuing of contract documentation. Where this information is not provided or is inaccurate in the Tender, the LAA may contact the Applicant for these details. If the

Applicant fails to provide the accurate information requested this will not automatically result in a Tender being unsuccessful. However, this may delay the issuing of contract documentation to an Applicant who has been successful. That may prevent the Applicant from commencing and being paid for services under the Crime Contract.

Right to Reject

10.28 If the LAA receives information to suggest that any aspect of the Applicant's Tender is false, misleading or incorrect in any material way it may undertake such enquiries as it considers necessary to determine the accuracy of the Tender. The Applicant must assist with any such enquiries.

10.29 The LAA reserves the right at its absolute discretion to reject from the procurement process any Applicant for submitting:

- (i) false information; and/or
- (ii) information which misrepresents the Applicants actual position; and/or
- (iii) misleading information.

10.30 Paragraph 10.29 of this IFA applies regardless of whether the information concerned was submitted with the intention of misleading the LAA or misrepresenting the Applicant's actual position or whether it was submitted recklessly, negligently or innocently.

Canvassing

10.31 The Applicant (including its employees and agents) must not, whether directly or indirectly:

- (a) canvass, or attempt to obtain any information from, any Ministers, officers, employees, agents or advisers of the LAA in connection with this procurement process; or
- (b) offer or agree to pay or give any sum of money, inducement or valuable consideration to any person for doing or having done or causing or having caused to be done any act or omission in relation to this procurement process.

Collusion

10.32 The Applicant must not collude with any other person or organisation in any way during this procurement process. This would include, but not be limited to, the following examples:

- (a) Fixing or adjusting any element of its Tender by agreement with any other person, unless such an act would reasonably be permitted as part of this procurement process;
- (b) Communicating to any other person any information relating to any fees or rates contained in the Applicant's Tender which will be competitively assessed as part of the procurement process, unless such communication is with a person who is a participant in the Applicant's Tender;

- (c) Entering into any agreement with any person for the purpose of inciting that person to refrain from submitting a Tender;
- (d) Sharing, permitting or disclosing access to any information relating to its Tender.

10.33 If the LAA reasonably believes that the Applicant has colluded with another person in any way that breaches paragraph 10.32, the LAA may (without prejudice to any other criminal or civil remedies available to it) immediately reject the Applicant from any further involvement in this procurement process.

Award

10.34 Where a material change occurs to the Tender information submitted by an Applicant, including issues relating to any current contract the Applicant holds, the Applicant must inform the LAA using the eTendering message boards for this procurement process at www.legalaid.bravosolution.co.uk. The LAA will conduct a re-assessment to ensure the Tender is not adversely impacted. If upon re-assessment, the Applicant's Tender is deemed to be unsuccessful or any conditions of contract award are not met, the LAA will not proceed with any decision made to award a contract. Failure to notify the LAA of a material change may result in rejection from the procurement process and/or termination of the contract.

10.35 The LAA reserves the right, prior to any execution of a contract, to carry out further due diligence checks as it deems necessary or appropriate. Where, as part of any due diligence, an Applicant is found not to comply with any of the minimum contract requirements which the Applicant committed to meeting in its Tender, the LAA will not proceed with any decision made to award a contract.

10.36 The LAA reserves the right to place additional contractual conditions on the award of a contract to an individual Applicant.

10.37 The award of a contract does not guarantee a minimum amount of work for the Applicant or that a minimum level of income will be generated for the Applicant as a result of that contract.

Appeal and costs and expenses of Tender

10.38 Subject to paragraph 10.41 the Applicant's sole right of appeal is limited to circumstances where it reasonably, on the information contained in the SQ Response (subject to paragraph 10.25 - 26), considers that the LAA has made an error in its assessment of the Applicant's SQ Response.

10.39 There is no other right of appeal, including, for example but not limited to, in respect of any mistakes, inaccuracies or errors made by the Applicant in its Tender. Where an Applicant seeks to appeal on other grounds not covered by this paragraph, any such appeal will be rejected. For the avoidance of doubt there is no right of appeal based on a purported failure of the LAA to clarify Tender information.

10.40 For the avoidance of doubt, there is no right of appeal in respect of the LAA's assessment of ITT Responses.

- 10.41 Appeals must relate to the specific grounds of failure set out in the notification letter received from the LAA.
- 10.42 Appeals should be submitted using the appeals pro-forma which will be made available as part of their notification letter.
- 10.43 The LAA will not accept any appeal submitted after the date detailed in the notification letter for receipt of appeals.
- 10.44 The LAA will review all appeals on the papers only and make a determination on the outcome of the appeal. For the avoidance of doubt, there is no further right of appeal.
- 10.45 The Applicant is solely responsible for its own costs and expenses incurred in connection with the preparation and submission of a Tender irrespective of any subsequent cancellation or suspension of this procurement process by the LAA. Under no circumstances will the LAA, or any of its employees, be liable for any costs incurred by the Applicant.

Confidentiality, Data Protection & Freedom of Information

- 10.46 The LAA may share any information contained in an Applicant's Tender with the provider of the eTendering system for the purposes of administering the procurement process.
- 10.47 The Applicant should note that under the Freedom of Information Act 2000 (the "FOIA") the LAA may be required to disclose details of its Tender in response to a request from third parties, either during or after the procurement process. The LAA can only withhold information where it is covered by a valid exemption as set out in the FOIA.
- 10.48 If an Applicant is concerned about possible disclosure it should contact the LAA and clearly identify the specific parts of the Tender that it considers 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 must familiarise itself with the Information Commissioner's current position on the disclosure and non-disclosure of commercially sensitive information and accordingly should not notify the LAA of a blanket labelling of its entire Tender as confidential.
- 10.49 The Applicant must be aware that the receipt by the LAA of information marked 'confidential' does not mean that the LAA accepts any duty of confidence in relation to that marking. Neither does the LAA guarantee that information identified by the Applicant as confidential will not be disclosed where the public interest favours disclosure pursuant to the LAA's obligations under FOIA.
- 10.50 The LAA, will collect, hold and use Personal Data obtained from and about the Applicant and its Key Personnel during the course of the procurement process.
- 10.51 By submitting a Tender an Applicant consents and confirms that they have obtained all necessary consents from the relevant Data Subject to such Personal Data being processed and used in accordance with and/or for the purposes of administering the procurement process as contemplated by the IFA, the Tender and for the management of any Contract subsequently awarded.

- 10.52 The LAA and the Applicant anticipate that the LAA shall act as a Controller and Processor in respect of any Personal Data provided to it by the Applicant as a requirement of the Tender.
- 10.53 The Applicant warrants and undertakes, as a condition of the Tender, to the LAA, 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 Laws and shall not disclose, transfer or otherwise process Personal Data outside the UK without the prior written agreement of the LAA; and
 - (b) otherwise fully complied with all of its obligations under the Data Protection Legislation, in order to disclose to the LAA the Personal Data and allow the LAA to carry out the procurement process. The Applicant shall immediately notify the LAA if any of the consents are revoked or changed in any way which affects the LAA's rights or obligations in relation to such Personal Data.
- 10.54 The Applicant agrees that it shall notify the LAA immediately if any Data Subject revokes, withdraws and/or changes their consent to the disclosure of the Personal Data to the LAA in connection with the Tender.
- 10.55 The LAA shall implement and maintain appropriate technical and organisational security measures to comply with the obligations imposed on the LAA by the Security Requirements.
- 10.56 The LAA may disclose any documentation or information submitted by the Applicant as part of a Tender, whether commercially sensitive or not, for the purposes of complying with any control and/or reporting obligations, to any other central Government Department or Executive Agency. For the avoidance of doubt, information will not be disclosed outside Government for these purposes. By submitting a Tender, Applicants consent to documentation and information being held and used for these purposes.
- 10.57 The LAA will publish details of all contracts awarded in accordance with the Government's transparency standards.
- 10.58 Following completion of this procurement process, the LAA will retain copies of the Tender in accordance with the LAA's retention policy.

Copyright & Intellectual Property Rights

- 10.59 The information contained in this IFA is subject to Crown Copyright. Applicants may, subject to paragraph 10.60, re-use this document (excluding logos) free of charge in any format or medium, under the terms of the Open Government Licence v3.0. To view this licence, visit: <http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3> or write to the Information policy team, The National Archives, Kew, London, TW9 4DU, complete the online enquiry form: <https://www.nationalarchives.gov.uk/contact/contactform.asp?id=8>

10.60 If an Applicant uses this IFA under the Open Government Licence v3.0, it should include the following attribution: “Procurement of Criminal Legal Aid Services in England and Wales from 1 October 2022 Information for Applicants, Legal Aid Agency, Licensed under the Open Government Licence v3.0.”

ANNEX A – 2022 CRIME CONTRACT DUTY SCHEME LIST

Below are lists of Duty Schemes and associated Rotas currently in operation.

The arrangements outlined below reflect how Schemes and Rotas currently operate. The LAA is aware that some areas may still be operating Covid-19 recovery listing arrangements which may or may not be in place when the 2022 Standard Crime Contract commences. The lists below are for illustrative purposes only, and the LAA cannot guarantee that the operation of courts and/or custody suites under the Contract will be as set out below.

The LAA will monitor the operation of Schemes in light of changes to the court and police custody estate and may by prior consultation with relevant providers of affected Schemes, change the postcode boundaries of a Scheme if a magistrates court or police station closure or reduction in membership of a Scheme necessitates such a change.

Current Duty Solicitor rotas can be found here:

<https://www.gov.uk/guidance/duty-solicitors-rotas-information-and-guidance>

The above includes a link to the rotas on Google Drive in which the rotas are individually listed. The name of the rota(s) on Google Drive for each Duty Scheme is listed in the last column of the tables below.

SCHEME LISTS

The following Scheme lists are set out below:

- [Duty Schemes outside of London](#)
- [London Police Station Duty Schemes](#)
- [London magistrates' court Duty Schemes](#)

Duty Schemes outside of London

LAA OFFICE	DUTY SCHEME NAME	LOCATION OF POLICE STATION ROTA(S)	LOCATION OF COURT ROTA(S)	ROTAS(S) NAME ON ROTA(S) ON GOOGLE DRIVE
Birmingham	Birmingham	Birmingham	Birmingham	Birmingham
Birmingham	Black Country (inc Dudley, Halesowen, Sandwell, Walsall and Wolverhampton)	Wolverhampton and Oldbury	Dudley and Wolverhampton	Black Country
Birmingham	Coventry & Solihull	Coventry	Coventry	Coventry
Birmingham	Hereford/Leominster	Hereford	Hereford (Some slots on the Hereford rota are at Kidderminster and these slots are a combination of Kidderminster, Worcester, Redditch/Bromsgrove and Hereford scheme members)	West Mercia
Birmingham	Kidderminster	Kidderminster	Kidderminster, Worcester and Redditch (These are combined rotas of Worcester, Kidderminster and Redditch/Bromsgrove scheme members. Some slots at Kidderminster also include Hereford scheme members)	West Mercia
Birmingham	North Staffordshire	Northern Area Police Station	North Staffordshire Justice Centre (Some slots are in combination with South Staffordshire scheme members)	Staffordshire

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Birmingham	Redditch/Bromsgrove	Redditch/Bromsgrove	Kidderminster, Worcester and Redditch (These are combined rotas of Worcester, Kidderminster and Redditch/Bromsgrove scheme members. Some slots at Kidderminster also include Hereford scheme members)	West Mercia
Birmingham	Shrewsbury	Shrewsbury	Telford (This is a combined rota of Telford and Shrewsbury scheme members. Some slots on the Telford rota are video hearings from Telford to Kidderminster)	West Mercia
Birmingham	South Staffordshire	(Southern) Watling Street	Cannock (Some slots are at North Staffordshire Justice Centre in combination with North Staffordshire scheme members)	Staffordshire
Birmingham	Telford	Malinsgate	Telford (This is combined rota of Telford and Shrewsbury scheme members. Some slots on the Telford rota are video hearings from Telford to Kidderminster)	West Mercia
Birmingham	Worcester	Worcester	Kidderminster, Worcester & Redditch (These are combined rotas of Worcester, Kidderminster and Redditch/Bromsgrove scheme members. Some slots at Kidderminster also include Hereford scheme members)	West Mercia

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Brighton	Aldershot/Petersfield (North East Hampshire)	Aldershot	Basingstoke	Andover Basingstoke Winchester
Brighton	Andover/Basingstoke /Winchester	Basingstoke and Andover & Winchester	Basingstoke	Andover Basingstoke Winchester
Brighton	Brighton & Hove & Lewes	Brighton	Brighton (Some slots on the Brighton rota are at Worthing and Hastings)	Brighton Hove
Brighton	Canterbury/Folkestone (Folkestone & Dover Priory)	Folkestone & Dover Priory, Canterbury and Margate (Plus the Virtual Court rota at Canterbury)	Folkestone (Some slots on the Folkestone rota are at Margate)	Folkestone Dover Priory
Brighton	Chichester & District	Chichester Police	Crawley and Worthing (Some slots are at Brighton and Hastings)	Chichester & District
Brighton	Crawley/Horsham/Haywards Heath	Crawley	Crawley (Some slots on the Crawley rota are at Brighton, Worthing and Hastings)	Crawley Horsham Haywards Heath

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Brighton	Dartford & Gravesend	Dartford (Plus the North Kent Virtual Court rota)	Medway Court Applicants must have an Office in the following postcodes within the Dartford & Gravesend duty scheme to be eligible for the Medway Court rota: BR8 8, DA1 1, DA1 2, DA1 5, DA10 0, DA11 0, DA11 7, DA11 8, DA11 9, DA12 1, DA12 2, DA12 3, DA12 4, DA12 5, DA13 0, DA13 9, DA2 6, DA2 7, DA2 8, DA3 7, DA4 9, DA5 2, DA 9 9	Dartford Gravesend
Brighton	Eastbourne	Eastbourne	Brighton and Hastings	Eastbourne
Brighton	Gosport & Fareham	Gosport & Fareham	Portsmouth (This is a combined rota of Portsmouth/Waterlooville and Gosport & Fareham scheme members)	Portsmouth Waterlooville (South East Hampshire)
Brighton	Guildford & Farnham	Guildford	Guildford (This is a combined rota of Guildford & Farnham, South East Surrey and eligible North West Surrey (Woking) scheme members. Some slots on the Guildford Rota are at Staines)	South East Surrey
Brighton	Hastings	Hastings	Brighton and Hastings	Hastings
Brighton	Isle of Wight	Isle of Wight	Isle of Wight	Isle of Wight
Brighton	Maidstone & West Malling	Maidstone	Maidstone (Some slots on the Maidstone rota are at Medway and Sevenoaks)	Maidstone West Malling

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Brighton	Medway	Medway (This is a combined rota of Medway and Swale scheme members)	Medway (This is a combined rota of Medway and Swale scheme members)	Medway

LAA OFFICE	DUTY SCHEME NAME	LOCATION OF POLICE STATION ROTA(S)	LOCATION OF COURT ROTA(S)	ROTAS(S) NAME ON ROTA(S) ON GOOGLE DRIVE
Brighton	North West Surrey (Woking)	Woking	<p>Guildford - Applicants with an Office in the following postcodes are eligible for the Guildford Rota:</p> <p>GU1 4; GU2 4; GU12 5; GU14 0; GU14 7; GU15 1; GU15 2; GU15 3; GU15 4; GU16 6; GU16 7; GU16 8; GU16 9; GU18 5; GU19 5; GU20 6; GU21 2; GU21 6; GU21 7; GU21 8; GU22 0; GU22 9; GU24 0; GU24 8; GU24 9.</p> <p>(This is a combined rota of Guildford & Farnham, South East Surrey and eligible North West Surrey (Woking) scheme members. Some slots on the Guildford rota are at Staines)</p> <p>Staines - Applicants with an Office in the following postcodes are eligible for the Staines rota:</p> <p>GU21 3; GU21 4; GU21 5; GU21 6; GU22 7; GU22 8; GU25 4; KT14 6; KT14 7; KT15 1; KT15 2; KT15 3; KT16 0; KT16 9; KT16 8; TW20 0; TW20 9; TW20 8</p> <p>(This is a combined rota of Staines and eligible North West Surrey (Woking) scheme members. The Staines Rota operates at Staines and Guildford)</p>	<p>North West Surrey (Woking)</p> <p>South East Surrey (for Guildford Court Rota)</p> <p>Staines (for Staines Court Rota)</p>
Brighton	Portsmouth/Waterlooville (South East Hampshire)	Portsmouth and Waterlooville	<p>Portsmouth</p> <p>(This is a combined rota of Portsmouth/Waterlooville and Gosport & Fareham scheme members)</p>	<p>Portsmouth Waterlooville (South East Hampshire)</p>

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Brighton	South East Surrey	Reigate	Guildford (This is a combined rota of Guildford & Farnham, South East Surrey and eligible North West Surrey (Woking) scheme members. Some slots on the Guildford Rota are at Staines)	South East Surrey
Brighton	South West Hants (Southampton)	Southampton Central/Bitterne and Lyndhurst/Eastleigh	Southampton	South West Hants (Southampton)
Brighton	Staines	Staines	Staines and Guildford (This is a combined rota of Staines and eligible North West Surrey (Woking) scheme members)	Staines
Brighton	Swale	Medway (This is a combined rota of Medway and Swale scheme members)	Medway (This is a combined rota of Medway and Swale scheme members, except some slots are for Swale scheme members only)	Medway
Brighton	West Kent (Tonbridge)	West Kent (Plus the West Kent Virtual rota)	Maidstone and Sevenoaks	West Kent (Tonbridge)

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Brighton	Worthing	Worthing	Worthing and Crawley (Some slots are also at Brighton)	Worthing
Bristol	Barnstaple	Barnstaple	Barnstaple	Barnstaple
Bristol	Bath & Wansdyke	Bath (Keynsham)	Bath (Some slots on the Bath rota are at Bristol)	Bath & Wansdyke
Bristol	Bicester/North Oxon (Banbury)	Banbury	Oxford (This is a combined rota of Oxford/Abingdon and Bicester/North Oxon (Banbury) scheme members)	Oxfordshire
Bristol	Bridgwater (Weston Super Mare/Sedgemoor/Taunton Deane combined)	Bridgwater	Taunton and Weston	Bridgwater
Bristol	Bristol & North Avon	Keynsham and Patchway	Bristol	Bristol North Avon
Bristol	Carrick/Kerrier (Camborne)/Penwith	Carrick, Kerrier and Penwith	Truro	Carrick Kerrier (Camborne) Penwith
Bristol	East Cornwall	Charles Cross Plymouth and Newquay	Bodmin	Carrick Kerrier (Camborne) Penwith
Bristol	East Dorset	Bournemouth and Poole	Poole	East Dorset
Bristol	Exeter	Exeter	Exeter	Exeter
Bristol	Gloucestershire	Gloucester	Cheltenham	Gloucestershire
Bristol	Mendip/Yeovil & South Somerset	Yeovil	Yeovil (Some slots on the Yeovil rota are at Taunton)	Mendip Yeovil Somerset

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Bristol	North West Wiltshire	Trowbridge and Chippenham	Swindon (This is a combined rota of Swindon and North West Wiltshire scheme members)	North West Wiltshire (inc Swindon)
Bristol	Oxford/Abingdon	Abingdon	Oxford (This is a combined rota of Oxford/Abingdon and Bicester/North Oxon (Banbury) scheme members)	Oxfordshire
Bristol	Plymouth	Plymouth	Plymouth	Plymouth
Bristol	Reading	Loddon	Reading	Reading
Bristol	Slough (East Berkshire)	Slough and Maidenhead & Bracknell	Slough and Reading	Slough (East Berkshire)
Bristol	South East Wiltshire	Salisbury	Salisbury	South East Wiltshire
Bristol	Swindon	Swindon	Swindon (This is a combined rota of Swindon and North West Wiltshire scheme members)	North West Wiltshire (inc Swindon)
Bristol	Torbay & Teignbridge	Torbay & Teignbridge Police	Newton Abbot	Torbay, Teignbridge & South Hams
Bristol	West Berkshire (Newbury etc.)	Newbury	West Berkshire does not have its own separate court rota West Berkshire members are also eligible to join the Reading scheme, including its court rota at Reading	West Berkshire
Bristol	West Dorset	Weymouth	Weymouth and Poole	West Dorset

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Cambridge	Aylesbury	Central Bucks Aylesbury	High Wycombe (This is a combined rota of High Wycombe & Amersham and Aylesbury scheme members. Some slots are at Oxford)	High Wycombe Amersham
Cambridge	Basildon & Southend	Grays/Thurrock Basildon and Southend	Basildon, Southend and Chelmsford	Basildon & Grays Rayleigh Southend
Cambridge	Bedford & Luton	Bedford and Luton & Dunstable	Luton	Bedford & Luton
Cambridge	Bury, West Suffolk & Thetford	Bury	Ipswich (This is a combined rota of Bury, West Suffolk & Thetford, and Ipswich & Felixstowe scheme members)	Bury West Suffolk Thetford
Cambridge	Cambridge & Ely	Cambridge	Cambridge (Some slots on the Cambridge rota are at Huntingdon and some slots at Huntingdon are combined with Peterborough scheme members)	Cambridge Ely
Cambridge	Central & West Hertfordshire	Hatfield and Watford	St Albans	Central & West Herts
Cambridge	Chelmsford/Witham/Harlow	Chelmsford and Harlow	Chelmsford and Colchester (This is a combined rota of Chelmsford/Witham/Harlow and Colchester & Clacton scheme members)	Colchester and Harlow & Chelmsford
Cambridge	Colchester & Clacton	Colchester and Clacton & Harwich	Chelmsford and Colchester (This is a combined rota of Chelmsford/Witham/Harlow and Colchester & Clacton scheme members)	Colchester and Harlow & Chelmsford

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Cambridge	East & North Hertfordshire	Stevenage and Hoddesdon	Stevenage and St Albans	East & North Herts
Cambridge	Great Yarmouth & Lowestoft	Great Yarmouth Gorleston PIC	Great Yarmouth (Some slots are at Norwich and are combined with Norwich, Dereham & North Norfolk and Kings Lynn & Wisbech scheme members)	North & East Norfolk
Cambridge	High Wycombe & Amersham	High Wycombe	High Wycombe (This is a combined rota of High Wycombe & Amersham and Aylesbury scheme members. Some slots are at Oxford)	High Wycombe Amersham
Cambridge	Ipswich & Felixstowe	Ipswich	Ipswich (This is a combined rota of Bury, West Suffolk & Thetford and Ipswich & Felixstowe scheme members)	Bury West Suffolk Thetford
Cambridge	Kings Lynn & Wisbech	Kings Lynn PIC	Kings Lynn (Some slots are at Norwich and are combined with Norwich, Dereham & North Norfolk and Great Yarmouth & Lowestoft scheme members)	North & East Norfolk
Cambridge	Milton Keynes	Milton Keynes	Milton Keynes (Some slots on the Milton Keynes rota are at Oxford and High Wycombe)	Milton Keynes

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Cambridge	Norwich, Dereham & North Norfolk	Aylsham and Wymondham	Norwich (Some slots are combined with Great Yarmouth & Lowestoft and Kings Lynn & Wisbech scheme members)	North & East Norfolk
Cambridge	Peterborough	Peterborough	Peterborough (Some slots on the Peterborough rota are at Huntingdon and some slots at Huntingdon are combined with Cambridge & Ely scheme members)	Cambridge Ely
Cambridge	Stansted	Panel Scheme	No rota - Stansted has no court scheme	No rota
Leeds	Barnsley	Barnsley	Barnsley (Some slots on the Barnsley rota are at Sheffield)	Barnsley
Leeds	Beverley/Bridlington	Beverley/Bridlington	Hull (This is a combined rota of Beverley/Bridlington and Hull scheme members)	Beverley Bridlington Hull
Leeds	Bradford & Keighley	Bradford	Bradford (This is a combined rota of Bradford & Keighley and Halifax scheme members. Some slots are at Leeds, of which some also include Dewsbury & Huddersfield scheme members)	Bradford

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Leeds	Dewsbury & Huddersfield	Dewsbury	Kirklees and Leeds (At Leeds some slots are combined with Leeds and Wakefield scheme members, and some slots are combined with Bradford & Keighley and Halifax scheme members)	Leeds
Leeds	Doncaster	Doncaster	Doncaster	Doncaster
Leeds	Goole	Goole	No rota - Goole has no court scheme	Goole
Leeds	Halifax	Halifax	Bradford (This is a combined rota of Bradford & Keighley and Halifax scheme members. Some slots are at Leeds, of which some also include Dewsbury & Huddersfield scheme members)	Bradford
Leeds	Hull	Hull	Hull (This is a combined rota of Beverley/Bridlington and Hull scheme members)	Beverley Bridlington Hull
Leeds	Leeds	Leeds Elland Road	Leeds (This is combined rota of Leeds, Wakefield & Pontefract and Dewsbury & Huddersfield scheme members. Some slots do not include Dewsbury & Huddersfield scheme members)	Leeds
Leeds	North & North East Lincolnshire	Grimsby	Grimsby	Grimsby Cleethorpes
Leeds	Sheffield & Rotherham	Sheffield	Sheffield	Sheffield

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Leeds	Wakefield & Pontefract	Wakefield	Leeds (This is combined rota of Leeds, Wakefield & Pontefract and Dewsbury & Huddersfield scheme members. Some slots do not include Dewsbury & Huddersfield scheme members)	Leeds
Liverpool	Chester/Vale Royal (Northwich)	Chester and Vale Royal	Chester (Some slots are combined with Crewe scheme members and operate at Crewe and Chester, and some slots are combined with Crewe and Warrington scheme members and operate at Warrington)	Cheshire
Liverpool	Crewe & Nantwich/Sandbach & Congleton/Macclesfield	Eastern Custody Suite	Crewe (Some slots are combined with Chester scheme members and operate at Crewe and Chester, and some slots are combined with Chester and Warrington scheme members and operate at Warrington)	Cheshire
Liverpool	Liverpool & Knowsley/St Helens	Liverpool	Liverpool, Sefton and Wirral (Some slots are combined with Sefton scheme members, and some slots are combined with Sefton and Wirral scheme members)	Liverpool Knowsley

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Liverpool	Sefton (Bootle & Southport)	Bootle and Southport	Liverpool, Sefton and Wirral (Some slots are combined with Liverpool scheme members, and some are combined with Liverpool and Wirral scheme members)	Liverpool Knowsley
Liverpool	Wirral	Wirral	Wirral and Liverpool (Some slots are combined with Liverpool and Sefton scheme members)	Liverpool Knowsley
Liverpool	Warrington/Halton	Northern Custody Suite	Warrington (Some slots are combined with Chester and Crewe scheme members)	Cheshire
Manchester	Blackburn/Accrington/Ribble Valley	Blackburn	Blackburn	Blackburn Accrington Ribble Valley
Manchester	Blackpool & Fleetwood	Blackpool	Blackpool	Blackpool
Manchester	Bolton	Salford/Bolton (This is combined rota of Bolton and Salford scheme members)	Bolton	Manchester
Manchester	Burnley/Rossendale	Burnley	Burnley	Burnley Rossendale
Manchester	Bury	Bury	Manchester (This is a combined rota of Bury, Manchester, Rochdale/Middleton, Salford and Trafford scheme members)	Manchester

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Manchester	Lancaster	Lancaster and Kendal (Kendal is a combined rota of Barrow in Furness, Kendal & Windermere and Lancaster scheme members)	Lancaster	Barrow in Furness & Kendal & Windermere
Manchester	Manchester	Manchester	Manchester (This is a combined rota of Bury, Manchester, Rochdale/Middleton, Salford and Trafford scheme members)	Manchester
Manchester	Preston/Chorley/Ormskirk/South Ribble & Leyland	Preston Chorley/Leyland	Preston	Preston
Manchester	Rochdale/Middleton	Rochdale/Middleton	Manchester (This is a combined rota of Bury, Manchester, Rochdale/Middleton, Salford and Trafford scheme members)	Manchester
Manchester	Salford	Salford/Bolton (This is combined rota of Bolton and Salford scheme members)	Manchester (This is a combined rota of Bury, Manchester, Rochdale/Middleton, Salford and Trafford scheme members)	Manchester
Manchester	Stockport	Stockport	Stockport and Tameside	Stockport
Manchester	Tameside (inc Oldham)	Ashton Under Lyne	Tameside	Tameside

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Manchester	Trafford	Trafford	Manchester (This is a combined rota of Bury, Manchester, Rochdale/Middleton, Salford and Trafford scheme members)	Manchester
Manchester	Wigan	Wigan	Wigan	Wigan
Nottingham	Boston	Boston	Boston and Lincoln (These are combined rotas of Boston and Skegness scheme members and of Lincoln, Boston, Grantham, and Skegness scheme members)	Lincoln Gainsborough
Nottingham	Chesterfield	Chesterfield	Chesterfield (Some slots on the Chesterfield rota are at Derby, and some slots are combined with Derby scheme members)	Derbyshire
Nottingham	Derby	Derby	Derby (Some slots are combined with Chesterfield scheme members)	Derbyshire
Nottingham	Grantham	Grantham	Lincoln (These are combined rotas of Lincoln and Grantham scheme members and of Lincoln, Boston, Grantham, and Skegness scheme members)	Lincoln Gainsborough

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Nottingham	High Peak	High Peak panel scheme + A choice between the police station rota on the Chesterfield scheme or the police station rota on the Stockport scheme	A choice between the court rota on the Chesterfield scheme or the court rota on the Stockport scheme (Some slots on the Chesterfield rota are at Derby, and some slots are combined with Derby scheme members. Some slots on the Stockport rota are at Tameside)	Derbyshire (for Chesterfield rotas) Stockport (for Stockport rotas)
Nottingham	Hinckley	Hinckley	Leicester and Loughborough (This is a combined rota of Leicester, Loughborough and Hinckley scheme members)	Leicester
Nottingham	Leamington Spa	Leamington Police	Coventry (This is a combined rota of Leamington Spa and Nuneaton scheme members)	Warwickshire
Nottingham	Leicester	Leicester	Leicester and Loughborough (This is a combined rota of Leicester, Loughborough and Hinckley scheme members)	Leicester
Nottingham	Lincoln	Lincoln	Lincoln (These are combined rotas of Lincoln and Grantham scheme members and of Lincoln, Boston, Grantham, and Skegness scheme members)	Lincoln Gainsborough

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Nottingham	Loughborough	Loughborough	Leicester and Loughborough (This is a combined rota of Leicester, Loughborough and Hinckley scheme members)	Leicester
Nottingham	Mansfield	Mansfield	Mansfield and Nottingham (This is a combined rota of Mansfield and Worksop & East Retford scheme members)	Mansfield
Nottingham	Newark	Newark Police at Mansfield	Nottingham (This is a combined rota of Nottingham and Newark scheme members)	Nottingham Newark
Nottingham	Northampton (Inc Corby/Kettering /Wellingborough)	Weekley Wood Criminal Justice Centre (Corby Police) and Brackmills Northampton	Northampton and Wellingborough	Northampton
Nottingham	Nottingham	Nottingham	Nottingham (This is a combined rota of Nottingham and Newark scheme members)	Nottingham Newark
Nottingham	Nuneaton	North Warks (Nuneaton)	Coventry (This is a combined rota of Leamington Spa and Nuneaton scheme members)	Warwickshire

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Nottingham	Skegness	Skegness	Boston and Lincoln (These are combined rotas of Boston and Skegness scheme members and of Lincoln, Boston, Grantham and Skegness scheme members)	Lincoln Gainsborough
Nottingham	Worksop & East Retford	Panel Scheme	Mansfield and Nottingham (This is a combined rota of Mansfield and Worksop & East Retford scheme members)	Mansfield
South Tyneside	Barrow in Furness, Kendal & Windermere	Barrow and Kendal (Kendal is a combined rota of Barrow in Furness, Kendal & Windermere and Lancaster scheme members)	Barrow	Barrow in Furness & Kendal & Windermere
South Tyneside	Berwick & Alnwick	Panel Scheme	Berwick (Currently operating as a Call in Scheme at Bedlington as Berwick magistrates' court is closed for duty work because of COVID)	Newcastle upon Tyne
South Tyneside	Darlington & South Durham	Darlington and South Durham	Newton Aycliffe & Peterlee (Some slots are combined with the North Durham rota of Durham, Derwentside & Chester le Street and Easington scheme members)	Durham

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South Tyneside	Durham, Derwentside & Chester le Street	Durham	Newton Aycliffe & Peterlee (This is a combined North Durham rota of Durham, Derwentside & Chester le Street and Easington scheme members. Some slots are combined with the South Durham rota of Darlington & South Durham scheme members)	Durham
South Tyneside	Easington	Easington	Newton Aycliffe & Peterlee (This is a combined North Durham rota of Durham, Derwentside & Chester le Street and Easington scheme members. Some slots are combined with the South Durham rota of Darlington & South Durham scheme members)	Durham
South Tyneside	Gateshead	Gateshead	South Tyneside (This is a combined rota of Gateshead, South Tyneside and Sunderland/Houghton-le-Spring scheme members. Some slots are at Newcastle)	Gateshead
South Tyneside	Harrogate & Ripon	Harrogate & Ripon	Harrogate (Some slots are combined with Skipton, Settle & Ingleton and York/Selby scheme members at Harrogate and some slots are combined with Scarborough & Whitby and Skipton, Settle & Ingleton and York/Selby scheme members at York)	North Yorkshire

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South Tyneside	Hartlepool	Hartlepool	Teesside (This is a combined rota of Teesside and Hartlepool scheme members)	Teesside and Hartlepool
South Tyneside	Newcastle upon Tyne	Newcastle	Newcastle upon Tyne and North Tyneside (Some slots are combined with North Tyneside and South East Northumberland scheme members at Newcastle and North Tyneside)	Newcastle upon Tyne
South Tyneside	North Tyneside	North Tyneside	North Tyneside and Newcastle upon Tyne (Some slots are combined with South East Northumberland scheme members at Newcastle upon Tyne and some slots are combined with Newcastle and South East Northumberland scheme members at Newcastle and North Tyneside)	Newcastle upon Tyne
South Tyneside	Northallerton & Richmond	Northallerton & Richmond	South Durham Rota or York Rota Applicants for both the Northallerton & Richmond and Darlington & South Durham schemes will join the South Durham Rota (see above entry for Darlington & South Durham scheme for rota details) All other applicants for the Northallerton & Richmond scheme will join the York rota (see below entry for York/Selby scheme for rota details)	North Yorkshire Durham (for South Durham court rota)
South Tyneside	Penrith/Carlisle	Carlisle	Carlisle	Carlisle Penrith

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South Tyneside	Scarborough & Whitby inc Malton & Ryedale	Scarborough & Whitby	Scarborough (Some slots are combined with Harrogate & Ripon, Skipton, Settle & Ingleton and York/Selby scheme members at York)	North Yorkshire
South Tyneside	Skipton, Settle & Ingleton	Skipton	Skipton (Some slots are combined with Harrogate & Ripon and York/Selby scheme members at Harrogate and some slots are combined with Harrogate & Ripon, Scarborough & Whitby and York/Selby scheme members at York)	North Yorkshire
South Tyneside	South East Northumberland	South East Northumberland	Bedlington, Newcastle upon Tyne and North Tyneside (Some slots are combined with North Tyneside scheme members at Newcastle upon Tyne and some slots are combined with Newcastle and North Tyneside scheme members at Newcastle and North Tyneside)	Newcastle upon Tyne
South Tyneside	South Tyneside	South Tyneside	South Tyneside (This is a combined rota of Gateshead, South Tyneside and Sunderland/Houghton-le-Spring scheme members. Some slots are at Newcastle)	Gateshead

LAA OFFICE	DUTY SCHEME NAME	LOCATION OF POLICE STATION ROTA(S)	LOCATION OF COURT ROTA(S)	ROTAS(S) NAME ON ROTA(S) ON GOOGLE DRIVE
South Tyneside	Sunderland/Houghton Le Spring	Sunderland and Houghton Le Spring	South Tyneside (This is a combined rota of Gateshead, South Tyneside and Sunderland/Houghton-le-Spring scheme members. Some slots are at Newcastle)	Gateshead
South Tyneside	Teesside	Teesside (Middlesbrough)	Teesside (This is a combined rota of Teesside and Hartlepool scheme members)	Teesside and Hartlepool
South Tyneside	Tynedale & Hexham	Tynedale	No rota - Tynedale & Hexham has no court scheme	Tynedale
South Tyneside	Whitehaven/Workington	West Cumbria	Workington	Whitehaven Workington
South Tyneside	York/Selby	York/Selby	York (Some slots are combined with Harrogate & Ripon and Skipton, Settle & Ingleton scheme members at Harrogate and some slots are combined with Harrogate & Ripon, Scarborough & Whitby and Skipton, Settle & Ingleton scheme members at York)	North Yorkshire
Wales	Anglesey, Bangor & Caernarfon	Caernarfon	Caernarfon, Mold and Llandudno (This is a combined rota of Anglesey, Bangor & Caernarfon and Dolgellau scheme members)	Anglesey, Bangor & Caernarfon
Wales	Brecon & Radnor	Brecon & Radnor	Llandrindod Wells	Brecon Radnor

LAA OFFICE	DUTY SCHEME NAME	LOCATION OF POLICE STATION ROTA(S)	LOCATION OF COURT ROTA(S)	ROTAS(S) NAME ON ROTA(S) ON GOOGLE DRIVE
Wales	Cardiff & Vale	Cardiff	Cardiff (This is a combined rota of Cardiff & Vale and Newcastle & Ogmore scheme members)	Cardiff
Wales	Colwyn Bay	Llandudno	Llandudno (This is a combined rota of Colwyn Bay and Denbighshire scheme members. Some slots are at Mold)	Colwyn Bay & Llandudno
Wales	Denbighshire	Denbigh	Llandudno (This is a combined rota of Colwyn Bay and Denbighshire scheme members. Some slots are at Mold)	Colwyn Bay & Llandudno
Wales	Dolgellau	Panel Scheme	Caernarfon, Mold and Llandudno (This is a combined rota of Anglesey, Bangor & Caernarfon and Dolgellau scheme members)	Anglesey, Bangor & Caernarfon (for court Rota)
Wales	East Gwent	East Gwent	Cwmbran and Newport (This is a combined rota of East Gwent, Newport and North West Gwent scheme members)	East Gwent Newport North West Gwent
Wales	Llanelli, Amman Valley & Carmarthen	Llanelli	Llanelli	Amman Valley Llanelli & Carmarthen
Wales	Merthyr Tydfil/Cynon Valley/Mid Glamorgan & Miskin	Merthyr Tydfil	Merthyr Tydfil (Some slots on the Merthyr Tydfil rota are at Cardiff)	Merthyr Tydfil Cynon Valley

LAA OFFICE	DUTY SCHEME NAME	LOCATION OF POLICE STATION ROTA(S)	LOCATION OF COURT ROTA(S)	ROTAS(S) NAME ON ROTA(S) ON GOOGLE DRIVE
Wales	Mold & Hawarden	Mold	Mold and Wrexham (This a combined rota of Mold & Hawarden and Wrexham scheme members)	Mold Hawarden
Wales	Newcastle & Ogmore	Newcastle & Ogmore	Cardiff (This is a combined rota of Cardiff & Vale and Newcastle & Ogmore scheme members)	Cardiff
Wales	Newport	Newport	Cwmbran and Newport (This is a combined rota of East Gwent, Newport and North West Gwent scheme members)	East Gwent Newport North West Gwent
Wales	Newtown (Mid Wales)	Newtown (Mid Wales)	Welshpool Court (No formal court rota in place)	Newtown (Mid Wales)
Wales	North Ceredigion/South Ceredigion	South Ceredigion	Aberystwyth	Ceredigion
Wales	North West Gwent (Lower Rhymney Valley/North Bedwelty/South Bedwelty)	NW Gwent	Cwmbran and Newport (This is a combined rota of East Gwent, Newport and North West Gwent scheme members)	East Gwent Newport North West Gwent
Wales	Pembrokeshire	Pembroke	Haverford West	Pembrokeshire
Wales	Pwllheli	Panel Scheme	No rota - Pwllheli has no court scheme	No rota
Wales	West Glamorgan	Swansea	Swansea	West Glamorgan

LAA OFFICE	DUTY SCHEME NAME	LOCATION OF POLICE STATION ROTA(S)	LOCATION OF COURT ROTA(S)	ROTAS(S) NAME ON ROTA(S) ON GOOGLE DRIVE
Wales	Wrexham	Wrexham	Mold and Wrexham (This a combined rota of Mold & Hawarden and Wrexham scheme members)	Mold Hawarden

London Police Station Duty Schemes

LONDON POLICE STATION DUTY SCHEME NAME	ROTA(S) NAME ON ROTA(S) ON GOOGLE DRIVE	VIRTUAL COURT DUTY SCHEME(S) ASSOCIATED WITH POLICE STATION DUTY SCHEME	ROTA(S) NAME FOR VIRTUAL COURT ON ROTA(S) ON GOOGLE DRIVE
Barking	Barking		
Bexley	Bexley	Bexley	Bexley
Bishopsgate	Bishopsgate (City of London) PS		
Brent	Brent		
Brentford, Ealing & Uxbridge	Ealing PS and Uxbridge PS		
Bromley	Bromley PS	Bromley	Bromley PS
Camberwell Green	Camberwell Green	Lambeth and Southwark	Lambeth Virtual Court Southwark Virtual Court
Central London	Central London	City of Westminster and Lambeth	Central London Lambeth Virtual Court Rota
Clerkenwell/Hampstead	Clerkenwell Hampstead		
Croydon	Croydon PS	Croydon	Croydon PS
Enfield	Enfield		
Greenwich/Woolwich	Greenwich	Lewisham	Greenwich
Haringey	Haringey		
Harrow	Harrow		
Havering	Havering (Romford)		

LONDON POLICE STATION DUTY SCHEME NAME	ROTA(S) NAME ON ROTA(S) ON GOOGLE DRIVE	VIRTUAL COURT DUTY SCHEME(S) ASSOCIATED WITH POLICE STATION DUTY SCHEME	ROTA(S) NAME FOR VIRTUAL COURT ON ROTA(S) ON GOOGLE DRIVE
Heathrow	Heathrow		
Hendon/Barnet	Hendon/Barnet PS		
Highbury Corner	Highbury Corner PS		
Kingston-Upon-Thames	Kingston Upon Thames		
Newham	Newham PS		
Old Street	Old Street		
Redbridge	Redbridge (Barkingside) PS		
Richmond-upon-Thames	Richmond		
South London	South London 24		
Sutton	Sutton	Sutton	Sutton
Thames	Thames PS		
Tower Bridge	Tower Bridge	Southwark	Southwark Virtual Court
Waltham Forest	Waltham Forest		
West London	West London (Hammersmith)		
Wimbledon	Wimbledon PS		

London magistrates' court Duty Schemes

LONDON MAGISTRATES' COURT DUTY SCHEME NAME	ROTAS(S) NAME ON ROTA(S) ON GOOGLE DRIVE	NOTES
Barkingside magistrates' court & Youth Court scheme	Barkingside magistrates' (Redbridge)	
Bexley magistrates' court scheme	Bexley Magistrates	Some slots are at Bromley magistrates' court.
Brent Youth Court Scheme	Hendon Magistrates & Brent Youth Court	Brent Youth Court scheme operates out of Willesden magistrates' court.
Bromley magistrates' court scheme	Bromley Magistrates	

LONDON MAGISTRATES' COURT DUTY SCHEME NAME	ROTAS(S) NAME ON ROTA(S) ON GOOGLE DRIVE	NOTES
City of London magistrates' court scheme	Bishopsgate (City of London) Magistrates	
Croydon magistrates' court & Southwark Youth Court scheme	Croydon Magistrates Southwark Youth Court	Some slots on the Croydon magistrates' court rota are at Westminster and Lavender Hill magistrates' courts. The Southwark Youth Court rota operates out of Bromley magistrates' court.
Ealing magistrates' court scheme	Ealing Magistrates	Some slots are at Uxbridge magistrates' court.
Enfield (Tottenham) magistrates' court scheme	Tottenham (Enfield)	The Enfield (Tottenham) magistrates' court scheme operates out of Highbury Corner magistrates' court.
Highbury Corner magistrates' court & Youth Court scheme	Highbury Corner Magistrates Highbury Corner youth court	
Newham Youth Court scheme	Newham Youth Court (Stratford)	The Newham Youth Court rota operates out of Stratford magistrates' court.
Thames magistrates' court & Newham Youth Court scheme	Thames Magistrates Newham Youth Court (Stratford)	Some slots on the Thames magistrates' court rota are at Stratford magistrates' court. The Newham Youth Court rota operates out of Stratford magistrates' court.
Uxbridge magistrates' court scheme	Uxbridge Magistrates	
Westminster magistrates' (And Extradition) & Inner London Youth Court	Westminster Magistrates	A Duty Solicitor may only serve on one of the four options for the Westminster magistrates' court scheme. The options reflect that for this magistrates' court Duty Scheme an organisation may choose whether a Duty Solicitor Engaged by them serves on its Extradition Rota and on its associated Inner
Westminster magistrates' (And Extradition), Not Inner London Youth Court	Inner London Youth Court	

LONDON MAGISTRATES' COURT DUTY SCHEME NAME	ROTAS(S) NAME ON ROTA(S) ON GOOGLE DRIVE	NOTES
Westminster magistrates' (Not Extradition) & Inner London Youth Court		London Youth Court scheme located at Highbury Corner magistrates' court.
Westminster magistrates' (Not Extradition), Not Inner London Youth Court		
Willesden magistrates' court & Brent Youth Court scheme	Hendon Magistrates & Brent Youth Court	The name of this scheme has been changed from Hendon magistrates' court & Brent Youth Court scheme to reflect that it operates out of Willesden magistrates' court.
Wimbledon magistrates' court & Wimbledon Youth Court scheme	Wimbledon Magistrates Wimbledon Youth Court	

ANNEX B: SELECTION QUESTIONNAIRE QUESTIONS AND ASSESSMENT

Section A – organisation and contact details

Note	All Applicants must submit a response to this Selection Questionnaire (SQ), regardless of whether they have previously submitted a SQ Response as part of any other procurement process. Applicants must ensure that they also complete and submit a response to ITT_702 - 2022 Standard Crime Contract Invitation To Tender.	
Note	<p>Before submitting your Selection Questionnaire (SQ) Response, please carefully read the Information For Applicants (IFA) for the Crime Contract procurement process. This can be downloaded from the 'Buyer Attachments' section at the top of this page. The IFA gives information about the procurement process, including how to complete a Tender.</p> <p>When completing your SQ Response you should save your work regularly.</p> <p>If you are logged onto the eTendering system but do not use it for 15 minutes, the eTendering system will notify you through a 'pop up'. So that you can see this and click the 'Refresh' link in this 'pop up', please ensure that 'pop ups' are NOT blocked on your browser so you are not disconnected from the eTendering system and do not lose any unsaved information.</p> <p>Do not use the 'Back' or 'Forward' buttons on your browser; you could potentially lose your work. Please use the links on the eTendering system to navigate.</p>	
No.	Question	Response options and assessment
A.1	Full name of Applicant including trading name(s) that will be used if successful in this procurement process	Free text
A.2.i	Registered or head /main office address Where the Applicant does not yet have a registered or head/main office, please enter “N/A”	Free text
A.2.ii	Postcode of registered or head/main office address	Free text

	Where the Applicant does not yet have a registered or head/main office, please enter "N/A"	
A.3	<p>LAA Account Number for registered or head/main office</p> <p>LAA Account Numbers are alpha-numeric and are 6 characters long, e.g. 1A234B and can be found on the Applicant's current LAA Contract Schedule documentation (where applicable).</p> <p>Where the Applicant does not currently have an LAA Account Number for this office, please enter "N/A"</p>	Free text
A.4.i	Intended trading status	<p>Options list</p> <ul style="list-style-type: none"> a) Public limited company b) Limited company c) Limited liability partnership d) Other partnership e) Sole trader f) Third sector g) Other
A.4.ii	If you answered "Other" to question A.4.i, please explain your trading status	Free text
A.4.iii	Will the Applicant be delivering the Contract Work as an Alternative Business Structure?	<p>Options list:</p> <ul style="list-style-type: none"> i) Yes ii) No
A.4.iv	Date of incorporation with Companies House or registration with Charity Commission for England and Wales	Free text

	Where the Applicant does not yet have a registered trading status, please enter "N/A"	
A.4.v	Company or LLP registration number (if applicable) If this does not apply to the Applicant, please answer "N/A"	Free text
A.4vi	Charity registration number (if applicable) If this does not apply to the Applicant, please answer "N/A"	Free text
A.5	<p>Details of Persons of Significant Control (PSC), where appropriate:</p> <ul style="list-style-type: none"> - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; <ul style="list-style-type: none"> • Over 25% up to (and including) 50%, • More than 50% and less than 75%, 	

	<ul style="list-style-type: none"> • 75% or more. <p>Please enter N/A if not applicable.</p> <p>Where the Applicant is required to provide a Personal Guarantee and Indemnity (e.g. where it is a LLP or limited company), individuals named in response to this question will be required to sign the indemnity on behalf of the Applicant.</p>	
A.6.i	Predecessor bodies – has the Applicant been subject to any change to its status in the five years preceding the date of its Selection Questionnaire Response submission? This may include (but is not limited to) merger, de-merger or change in legal status such as becoming a limited liability partnership.	Options list: i) Yes ii) No
A.6.ii	If you answered “Yes” to question A.6.i, please provide details of all status changes in this time period.	Free text
A.7	<p>Details of immediate parent company.</p> <p>Please list any individual and/or organisation which owns more than 50 percent of the voting shares of the Applicant or has an overriding material influence over its operations (the largest individual shareholder or if they are placed in control of the running of the operation by non-operational shareholders).</p> <p>In your response please include:</p> <ul style="list-style-type: none"> - Full name of the parent company - Registered office address (if applicable) - Registration number (if applicable) 	

	<p>- Head office VAT number (if applicable)</p> <p>If the Applicant does not have a parent company, please answer “N/A”</p> <p>Parent companies may be required to provide a parent company guarantee upon request.</p>	
A.8	<p>Details of ultimate owners.</p> <p>Where different from the immediate parent company please list any individual and/or organisation which owns more than 50 percent of the voting shares of the Applicant or has an overriding material influence over its operations (the largest individual shareholder or if they are placed in control of the running of the operation by non-operational shareholders)</p> <p>In your response please include:</p> <ul style="list-style-type: none"> - Full name of the ultimate owner(s) - Registered office address (if applicable) - Registration number (if applicable) - Head office VAT number (if applicable) <p>If the Applicant does not have an ultimate owner, please answer “N/A”</p> <p>Ultimate owners may be required to provide a parent company guarantee upon request.</p>	Free text
A.9.i	<p>Does the Applicant currently hold the appropriate authorisation to provide Contract Work from one of the Relevant Professional Bodies?</p>	<p>Options list:</p> <ul style="list-style-type: none"> i) Yes, currently authorised (answer questions A.9.ii and A.9.iii) ii) No, not currently authorised (answer question A.10)

	Where, in accordance with the Legal Services Act 2007, the Applicant is able to deliver reserved legal services without authorisation from a Relevant Professional Body, please answer “iii) N/A, exempt” Where the Applicant answers “ii) No, not currently authorised” they must obtain authorisation from a Relevant Professional Body by the deadline stipulated in the IFA.	iii) N/A, exempt (answer question A.10)
A.9.ii	If the Applicant has answered “Yes” to A.9., which Relevant Professional Body is the Applicant authorised by?	Options list: i) Solicitors Regulation Authority ii) Bar Standards Board iii) CILEx Regulation
A.9.iii	If the Applicant has answered “Yes” to A.9.i please provide the authorisation number/reference	Free text
NOTE	By providing the details below, the individual consents to their personal details being held by the Legal Aid Agency.	
A.10	Contact details for the purposes of this procurement process – contact name and role within the Applicant	Free text
A.11	Contact address and postcode	Free text
A.12	Contact email address	Free text
A.13	Contact telephone number	Free text

Section B – grounds for mandatory rejection

Where the Applicant answers “Yes” to any question within this section the LAA will reject the Applicant from this procurement process, unless there are mitigating circumstances which the LAA deems to be satisfactory.

In the event that an Applicant answers “Yes” to any of the following questions, it must provide information in the free text boxes to the supplementary questions provided, outlining the circumstances including exceptional circumstances that it wishes the LAA to consider in assessing the response. If there is more than one incident, the Applicant must give the information about each incident.

	<p>If the Applicant answers “Yes” to question B.1 on convictions it may still avoid rejection if it is able to demonstrate mitigating circumstances which the LAA deems to be satisfactory. If the Applicant is in that position, please provide details in the free text boxes to the supplementary questions B.1(a) - (e).</p> <p>If the Applicant answers “Yes” to question B.2 on the non-payment of taxes or social security contributions, and has not paid or entered into a binding arrangement to pay the full amount, it may still avoid rejection if only minor tax or social security contributions are unpaid or if it has not yet had time to fulfil its obligations since learning of the exact amount due. If the Applicant is in that position, please provide details in the free text boxes to the supplementary questions B.2(a) - (f).</p> <p>Applicants that fail to provide the required information will be rejected. Applicants must be explicit and comprehensive in responding to these questions as this will be the single source of information that the LAA will use to decide whether or not exceptional circumstances (which may result in the LAA deciding not to reject the SQ Response) apply.</p>	
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B.1	<p>The detailed grounds for mandatory rejection of an organisation are set out on the following webpage, which should be referred to before completing these questions: https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf</p> <p>Please indicate if, within the past five years the Applicant or any of its Key Personnel have been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage referred to above:</p> <ul style="list-style-type: none"> a) Participation in a criminal organisation; b) Corruption; c) Fraud; d) Terrorist offences or offences linked to terrorist activities; e) Money laundering or terrorist financing; f) Child labour and other forms of trafficking in human beings. 	<p>Yes (Fail, subject to information in B.1(a) – (e))</p> <p>No (Pass)</p>
NOTE	If the Applicant has answered ‘Yes’ to question B.1, it must give details by answering questions B.1(a) – (e) below	
B.1(a)	If the Applicant has answered “Yes” in relation to Key Personnel, please give the name and position of the person(s) convicted. If the response relates to the Applicant, please enter “Relates to Applicant”	Free text
B.1(b)	Please explain which of the grounds listed the conviction was for and the reasons for conviction	Free text
B.1(c)	Please give the date of the conviction	Free text
B.1(d)	If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents	Free text
B.1(e)	Have measures been taken to demonstrate the reliability of the Applicant despite the existence of a relevant ground for rejection? If so, please give details of the steps taken by the Applicant.	Free text

B.2	<p>Within the past five years has the Applicant or any of its Key Personnel been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), to be in breach of obligations related to the payment of tax or social security contributions?</p> <p>Please note that if the Applicant is a new organisation which does not yet have obligations relating to payment of social security and taxes, it should still answer the question above in relation to its Key Personnel.</p>	<p>Yes (Fail, subject to information in B.2(a) – (f))</p> <p>No (Pass)</p>
	If the Applicant has answered “Yes” to question B.2, it must give details by answering questions B.2(a)– (f) below.	
B.2(a)	Please give the name and position of the person(s) involved. If the response relates to the Applicant, please enter “Relates to Applicant”	Free text
B.2(b)	Please explain what the obligations were, which the Applicant or any of its Key Personnel has failed to meet, including the name of the social security contribution or tax, the date(s) it fell due and the date of the binding decision referred to in B.2 above.	Free text
B.2(c)	Please confirm that you have paid the outstanding sum (including the date paid in full) or give the value of unmet obligation(s)	Free text
B.2(d)	If the social security contribution or tax relates to the Applicant, please confirm the percentage value of the unmet obligation(s) of the Applicant’s annual turnover. If the social security contribution or tax relates to Key Personnel, please enter "N/A".	Free text
B.2(e)	<p>Please give details of any binding agreement to fulfil the obligation(s) with a view to paying, including, where applicable:</p> <ul style="list-style-type: none"> - the date the agreement was made; and - any accrued interest and/or fines; and - the date by which the amount(s) were or will be repaid. <p>If no agreement is in place, please enter “No agreement”</p>	Free text
B.2(f)	Please attach evidence of the binding agreement reached, where appropriate. Where you do not have evidence of a binding agreement there is no need to attach a document.	Attachment

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Section C – grounds for discretionary rejection

The LAA may reject Applicants that submit a response designated as ‘discretionary fail’ to any one of the following questions but will consider the exceptional circumstances submitted by Applicants.

In the event that an Applicant submits a response designated as ‘discretionary fail’ to any of the following questions, it must provide information in the free text boxes to the supplementary questions provided, outlining the circumstances including exceptional circumstances that it wishes the LAA to consider in assessing the response. If there is more than one incident, the Applicant must give the information about each incident.

Applicants that fail to provide the required information will be rejected. Applicants must be explicit and comprehensive in responding to these questions as, subject to paragraph 7.4 of the IFA, this will be the single source of information that the LAA will use to decide whether or not exceptional circumstances (which may result in the LAA deciding not to reject the SQ Response) apply.

	<p>The detailed grounds for discretionary rejection of an organisation are set out on the following webpage, which should be referred to before completing these questions: https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf</p> <p>Unless a different time period is specified in any question, please indicate if, within the past three years, anywhere in the world any of the following situations have applied to the Applicant or any of its Key Personnel.</p>	
C.1	<p>Has the Applicant or any of its Key Personnel been found in breach of or being investigated in relation to the potential breach of; environmental obligations, social obligations and/or labour law obligations, as amended from time to time; including, but not limited to, the following:</p> <ul style="list-style-type: none"> • In the last three years, where the organisation or any of its Directors or Executive Officers has been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body); 	<p>Yes (discretionary fail)</p> <p>No (pass)</p>

	<ul style="list-style-type: none"> • In the last three years, where the organisation has had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination; • In the last three years where the organisation has been convicted of a breach of the Health and Safety legislation; • In the last three years, where any finding of unlawful discrimination has been made against the organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or incomparable proceedings in any jurisdiction other than the UK); • In the last three years, where the organisation has been in breach of section 15 of the Immigration, Asylum, and Nationality Act 2006; • In the last three years, where the organisation has a conviction under section 21 of the Immigration, Asylum, and Nationality Act 2006; • In the last three years, where the organisation has been in breach of the National Minimum Wage Act 1998. 	
	Exceptional circumstances – if the Applicant has answered “Yes” to question C.1 it must give details by answering questions C.1(a) - (d) below.	
C.1(a)	Please give details about the nature of the event(s) leading to this breach(es) For the avoidance of doubt, where Applicants need to provide details relating to multiple breaches, information should be provided for each instance.	Free text
C.1(b)	Please give details about the nature of the breach(es) and any sanction applied	Free text
C.1(c)	Please give the date when the breach(es) occurred	Free text
C.1(d)	Please confirm any steps taken to ensure there is no repeat of the circumstances leading to a breach	Free text
C.2	Is/has the Applicant or any of its Key Personnel at this organisation or any of its predecessor bodies or at any previous organisation (been): <ul style="list-style-type: none"> • Bankrupt or a petition is presented or order made for bankruptcy; or 	Yes (discretionary fail)

	<ul style="list-style-type: none"> • the subject of insolvency; or • the subject of winding-up proceedings or is aware that winding up proceedings are to be issued, where the assets are being administered by a liquidator or by the court, or where its business activities are/have been suspended; or • unable to pay debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986; or • entered into a pre-pack administration arrangement or where a receiver, or similar officer is appointed over the whole or any part of the Applicant’s assets or a person becomes entitled to appoint a receiver, or similar officers over the whole or any part of its assets; or • entered into an arrangement with creditors. For the avoidance of doubt this includes the imposition of Individual Voluntary Arrangements (IVA) or Company Voluntary Arrangements (CVA); or • Issued with a County Court Judgment (“CCJ”) under which liabilities will not be discharged by the Contract Start Date? • notified by the LAA of liabilities owing under contingent liability legal aid contracts, such as Unrecouped Payments on Account? 	No (pass)
	Exceptional circumstances – if the Applicant has answered “Yes” to question C.2, it must give details by answering questions as appropriate below.	
C.2(a)	Please select all of the events which apply to the Applicant or any of its Key Personnel at this organisation or any of its predecessor bodies or at any previous organisation	Multiple options list (please select all that apply): i) Bankruptcy (Answer C.2 (b) (i) – (iii)) ii) the subject of insolvency (Answer C.2 (c) (i) – (iii)) iii) the subject of winding-up proceedings, where the assets are being administered by a liquidator or by the court, or where its business activities are/have been suspended (Answer C.2 (d) (i) – (iii))

		<p>iv) entered into a pre-pack administration arrangement (Answer C.2 (e) (i) – (x))</p> <p>v) entered into an arrangement with creditors. For the avoidance of doubt this includes the imposition of Individual Voluntary Arrangements (IVA) or Company Voluntary Arrangements (CVA) (Answer C.2 (f) (i) – (xii))</p> <p>vi) Issued with a County Court Judgment (“CCJ”) under which liabilities will not be discharged by the Contract Start Date? (Answer C.2 (g) (i) – (v))</p> <p>vii) been notified by the LAA of liabilities owing under legal aid contingent liability contracts, such as Unrecouped Payments on Account (answer C.2 (h) (i) – (vi))</p>
C.2(b)(i)	<p>Please give the name and position of the person(s) to whom bankruptcy applies and set out:</p> <ul style="list-style-type: none"> • whether the individual is a member of Key Personnel of the Applicant; • whether the individual was a member of Key Personnel of any of the Applicant’s predecessor bodies; • whether the individual was a member of Key Personnel at a previous organisation at the time that the bankruptcy took place. <p>For the avoidance of doubt, where Applicants need to provide details relating to multiple bankruptcies, information should be provided for each instance.</p>	Free text

C.2(b)(ii)	Please give details about each situation set out in your response to question C.2(b)(i), including the amount of money involved and the date(s) when the issue(s) arose.	Free text
C.2(b)(iii)	Please give details about: <ul style="list-style-type: none"> any measures the Applicant has taken to ensure that the situation(s) are resolved the current position on repayments including the date by which the amount will be repaid and/or whether the bankruptcy(ies) has/have been discharged. 	Free text
C.2(c)(i)	Please confirm whether the insolvency applies to: <ul style="list-style-type: none"> the Applicant; any of its predecessor bodies; an individual who is a member of Key Personnel of the Applicant; an individual who was a member of Key Personnel of any of its predecessor bodies. <p>Where any part of your response relates to an individual please give the name and position of the person(s) to whom the insolvency relates.</p> <p>For the avoidance of doubt, where Applicants need to provide details relating to multiple insolvencies, information should be provided for each instance.</p>	Free text
C.2(c)(ii)	Please give details about each situation set out in your response to question C.2(c)(i), including the date(s) when the issue(s) arose.	Free text
C.2(c)(iii)	Please give details about: <ul style="list-style-type: none"> any measures the Applicant has taken to ensure that the situation(s) are resolved the current position with creditors, including any agreement on repayments and the date by which the amount will be repaid 	Free text

C.2(d)(i)	<p>Please confirm if the winding-up proceedings and/or inability to pay debts within the meaning of section 268 of the Insolvency Act 1986 apply to:</p> <ul style="list-style-type: none"> • the Applicant; • any of its predecessor bodies <p>For the avoidance of doubt, where Applicants need to provide details relating to multiple winding up proceedings, information should be provided for each instance.</p>	
C.2(d)(ii)	<p>Please give details about each situation set out in your response to question C.2(d)(i), including the date(s) when the issue(s) arose.</p>	Free text
C.2(d)(iii)	<p>Please give details about:</p> <ul style="list-style-type: none"> • any measures the Applicant has taken to ensure that the situation(s) are resolved • the outcome of any proceedings 	Free text
C.2(e)(i)	<p>Please confirm if the pre-pack administration arrangement was entered into by:</p> <ul style="list-style-type: none"> • the Applicant; • any of its predecessor bodies <p>For the avoidance of doubt, where Applicants need to provide details relating to multiple pre-pack agreements, information should be provided for each instance.</p>	Free text
C.2(e)(ii)	<p>Please give details about each situation set out in your response to question C.2(e)(i), including the date(s) when agreements were reached.</p>	
C.2(e)(iii)	<p>Please outline the agreement reached. In particular your response should set out the terms of the agreement in relation to the liabilities owed by the organisation subject to the pre-pack arrangement and when they would be repaid</p>	

C.2(e)(iv)	Were any liabilities of the organisation subject to the pre-pack arrangement owed to HMRC in relation to tax or VAT?	Yes (Answer C.2(e) (v) – C.2.(e)(vi)) No
C.2(e)(v)	Please set out: <ul style="list-style-type: none"> the amount(s) owing to HMRC in respect of tax and/or VAT; the date on which these liabilities ought to have been paid; details of any agreement reached with HMRC to repay the liabilities prior to the pre-pack arrangement; what, if any, agreement the purchasing organisation has reached with HMRC in respect of these liabilities, including the date on which all liabilities have been or will be repaid. 	
C.2(e)(vi)	Was the organisation subject to a pre-pack agreement a legal aid provider?	Yes (Answer C.2(e)(vii) – C.2(e)(viii)) No
C.2(e)(vii)	Please provide the name of the organisation subject to the pre-pack arrangement and, where known, the lead LAA Account Number.	Free text
C.2(e)(viii)	Please provide details of any due diligence undertaken as to the financial position of the organisation with the LAA subject to the pre-pack arrangement. In particular please set out your understanding of their debt position (and provide the amount owing as understood from your due diligence) in relation to Controlled Work and Unrecouped Payments on Account.	Free text
C.2(e)(ix)	Please provide details of any agreement reached with the LAA to bill outstanding cases and/or repay sums owed to the LAA.	Free text
C.2(e)(x)	Please provide details of the current debt position with the LAA of the organisation subject to the pre-pack arrangement.	Free text
C.2(f)(i)	Please confirm whether the IVA or CVA applies to:	Free text

	<ul style="list-style-type: none"> • a member of Key Personnel of the Applicant; • a member of Key Personnel of any of its predecessor bodies; • a member of Key Personnel at a previous organisation; • the Applicant; • any of the Applicant's predecessor bodies <p>For the avoidance of doubt, where Applicants need to provide details relating to multiple IVAs or CVAs, information should be provided for each instance.</p>	
C.2(f)(ii)	Please provide the value(s) of the IVA and/or CVA when entered into	Free text
C.2(f)(iii)	Please provide the date(s) on which the IVA and/or CVA was entered into	Free text
C.2(f)(iv)	When is the IVA or CVA due to be discharged?	Free text
C.2(f)(v)	In respect of any instance set out in response to C.2(f)(i), is/has the Applicant or any member of its Key Personnel either at this organisation or any previous organisation (been) the subject of an IVA or a CVA as a result of the non-payment of taxes or social security contributions?	Yes (Answer C.2(f)(vi) to C.2(f)(viii)) No
C.2(f)(vi)	Have/Are the outstanding taxes or social security contributions been/being repaid in full as a result of the imposition of the IVA or CVA? If yes, please also confirm the date they were/will be repaid in full. If no, please confirm the proportion of the taxes or social security contributions that is/will be outstanding.	Free text
C.2(f)(vii)	What proportion of the outstanding taxes or social security contributions has been repaid through the IVA/CVA to date, expressed as pence in the pound. Where the IVA/CVA has now completed its payment schedule, please answer 'N/A'.	Free text

C.2(f)(viii)	Has/Was the IVA or CVA imposed as a result of the non-payment of taxes or social security contributions been the subject of any rescheduling or missed payments?	Yes (Answer C.2(f)(ix) – C.2(f)(xii)) No (Answer C2(f)(x) – C.2(f)(xii))
C.2(f)(ix)	<p>Where the IVA or CVA has/was the subject to any rescheduling of repayments or missed payments, please provide:</p> <ul style="list-style-type: none"> • the reason for scheduling or missing payments; • details of what changes were agreed, including the date when the rescheduling occurred. In the case of missed payments, please provide details of any agreement to repay the arrears; and • confirmation of changes to the repayment amount (including the amount the repayments were changed from); and • confirmation of any change to the date of discharge (including the original date of discharge). <p>Where the IVA or CVA has not been subject to any rescheduling of repayments please enter "N/A".</p>	Free text
C.2(f)(x)	<p>On what dates do each of the next payments of taxes and social security contributions for which the Applicant or any of its Key Personnel is liable fall due?</p> <p>For the avoidance of doubt this includes, but is not limited to, Income Tax, PAYE, National Insurance contributions, Corporation Tax and VAT.</p>	Free text
C.2(f)(xi)	Have all subsequent payments of taxes and social security contributions for both the Applicant and each of its Key Personnel following the imposition of the IVA/CVA been met?	Yes No (Answer C.2(f)(xii))

C.2(f)(xii)	<p>Where the Applicant has answered “No” to C2(f)(xi), please provide details of:</p> <ul style="list-style-type: none"> - the type of liability owing (which tax or social security contribution); and - to whom the liability relates (either Applicant or provide the name and position of the person(s) involved); and - the amount of the outstanding liability; and - the date on which the amount became due; and - whether there is a binding agreement in place to repay the amount. 	Free text
C.2(g)(i)	<p>Please confirm whether the CCJ(s) applies to:</p> <ul style="list-style-type: none"> • a member of Key Personnel of the Applicant; • a member of Key Personnel of any of the Applicant’s predecessor bodies; • a member of Key Personnel at a previous organisation; • the Applicant; <p>For the avoidance of doubt, where Applicants need to provide details relating to multiple events, information should be provided for each instance.</p>	Free text
C.2(g)(ii)	Please give the date(s) when the incident(s) occurred leading to the CCJ(s), and the date when the CCJ(s) was/were issued	Free text
C.2(g)(iii)	Please give details of the situation, including the amount owed, resulting in the CCJ(s) being issued	Free text
C.2(g)(iv)	Please give details of any written plan in place to discharge these liabilities including the date by which the amount(s) will be repaid	Free text
C.2(g)(v)	Please give details about any measures the Applicant has taken to ensure that similar situations will not arise in the future	Free text

C.2(h)(i)	<p>Please confirm whether the event(s) applies to:</p> <ul style="list-style-type: none"> the Applicant; any of the Applicant's predecessor bodies <p>For the avoidance of doubt, where Applicants need to provide details relating to multiple events, information should be provided for each instance.</p>	Free Text
C.2(h)(ii)	Please provide the name of the entity(ities) which owes the liability	Free Text
C.2(h)(iii)	Please provide the LAA Account Number(s) under which liabilities are owed	Free Text
C.2(h)(iv)	<p>Please provide the value of the liabilities owed</p> <p>Please note the LAA may check its own records to confirm if there are liabilities outstanding under contingent liability contracts relating to the Applicant and/or any of its Predecessor Bodies.</p>	
C.2(h)(v)	Please provide details of the circumstances which led to the liabilities remaining outstanding, including when the liabilities became due	Free Text
C.2(h)(vi)	Please give details of any written plan in place to discharge these liabilities including the date by which the amount(s) will be repaid	Free text
C.3	Has the Applicant or any of its Key Personnel been found guilty of professional misconduct or has been referred to a disciplinary body following allegations of grave professional misconduct, or has been disqualified as charity trustee?	<p>Yes (discretionary fail)</p> <p>No (pass)</p>
	Exceptional circumstances – if the Applicant has answered “Yes” to question C.3, it must give details by answering questions C.3 (a) - (e) below.	Free text
C.3(a)	If the Applicant has answered “Yes” in relation to Key Personnel, please give the name and position of the person(s) involved. If the response relates to the Applicant, please enter “Relates to Applicant”	Free text
C.3(b)	Please give the date when the event(s) occurred	Free text

C.3(c)	Please confirm the nature of the event(s) leading to the finding or allegations of grave professional misconduct or disqualification	Free text
C.3(d)	<p>Please give:</p> <ul style="list-style-type: none"> the date that the finding of grave professional misconduct/disqualification was made. If no finding has been made to date, please give the date of any disciplinary body hearing date if known; detail of any sanction applied; and which body made the finding of guilt / is investigating the allegations 	Free text
C.3(e)	Please give details about any measures the Applicant has taken to ensure that there is no repeat of the circumstances leading to the finding or allegations of grave professional misconduct or disqualification.	Free text
C.4	Has the Applicant or any of its Key Personnel entered into agreements with other economic operators aimed at distorting competition?	Yes (discretionary fail) No (pass)
	Exceptional circumstances – if the Applicant has answered “Yes” to question C.4, it must give details by answering questions C.4 (a) - (d) below.	
C.4(a)	If the Applicant has answered “Yes” in relation to Key Personnel, please give the name and position of the person(s) involved. If the response relates to the Applicant, please enter “Relates to Applicant”	Free text
C.4(b)	Please give the date when the event(s) occurred	Free text
C.4(c)	Please confirm the nature of the event(s) leading to an agreement with other market operators aimed at distorting competition	Free text
C.4(d)	Please give details about any measures the Applicant has taken to ensure that there is no repeat of the circumstances leading to the distortion of competition.	Free text
C.5	Is the Applicant or any of its Key Personnel aware of any conflict of interest within the meaning of Regulation 24 of the Public Contracts Regulations 2015 due to the participation in the procurement procedure or been involved in the preparation of the procurement procedure?	Yes (discretionary fail) No (pass)

	Exceptional circumstances – if the Applicant has answered “Yes” to question C.5, it must give details by answering question C.5(a) below.	Free text
C.5(a)	Please describe the nature of the conflict, including how this might be perceived to compromise the Applicant’s impartiality and independence in the context of the procurement procedure.	Free text
C.6	Has the Applicant or any of its Key Personnel shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract (other than with the LAA), a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions? The Applicant must also answer “Yes” to this question if any of its Key Personnel worked as Key Personnel at another organisation that has had a contract terminated (other than by the LAA) within the last three years.	Yes (discretionary fail) No (pass)
	Exceptional circumstances – if the Applicant has answered “Yes” to question C.6, it must give details by answering questions C.6(a) - (h) below.	
C.6(a)	Please give the name of the organisation with whom this contract was held	Free text
C.6(b)	Please give the date on which this contract commenced	Free text
C.6(c)	Please give the value of the contract and the time period for which the full contract was due to run	Free text
C.6(d)	Please confirm the nature of the sanction that was applied	Free text
C.6(e)	Please give the date when the early termination/damages/comparable sanction took effect	Free text
C.6(f)	If the Applicant has answered “Yes” in relation to Key Personnel working at a previous organisation, please confirm the name of the member of Key Personnel and the organisation to which the termination relates. If the termination relates to the Applicant, please answer "Relates to Applicant"	Free text
C.6(g)	Please confirm the reason for the early termination/damages/comparable sanction	Free text
C.6(h)	Please confirm any steps taken to ensure there is no repeat of the circumstances leading to the early termination/damages/comparable sanction	Free text

C.7	<p>Has the Applicant or any of its Key Personnel had any contract with the LAA terminated in whole or in part within the last five years (not restricted to crime contracts), or is it currently in receipt of a notice to terminate?</p> <p>The Applicant must also answer “Yes” to this question if any of its Key Personnel worked as Key Personnel at another organisation which has had a contract with the LAA terminated in whole or in part within the last five years or is currently in receipt of a notice to terminate.</p> <p>For the avoidance of doubt, do not answer “Yes” if the termination was by the LAA in accordance with its “no fault” termination rights.</p>	<p>Yes (discretionary fail)</p> <p>No (Pass)</p>
	<p>Exceptional circumstances – if the Applicant has answered “Yes” to question C.7, it must give details by answering questions C.7(a) - (f) below.</p>	
C.7(a)	<p>Please indicate whether the Applicant’s termination or notice to terminate relates to the whole contract or a particular Class of Work and/or Category of Law.</p> <p>If the termination relates to a particular Class of Work/ Category of Law, please state which.</p>	Free text
C.7(b)	<p>Please give the date when the termination took effect/notice to terminate was received</p>	Free text
C.7(c)	<p>If the Applicant has answered “Yes” in relation to Key Personnel working at a previous organisation, please confirm the name of the member of Key Personnel and the organisation to which the termination/notice to terminate relates. If the termination/notice to terminate relates to the Applicant, please answer "Relates to Applicant"</p>	Free text
C.7(d)	<p>Please confirm the reason for the termination/notice to terminate</p>	Free text
C.7(e)	<p>If the Applicant has received a notice to terminate, please set out the steps taken in relation to this and at what stage the Applicant is in any appeal process. If the appeal process has concluded, or the Applicant chose not to appeal, please confirm the outcome of the appeal or that the Applicant chose not to appeal, as appropriate.</p>	Free text
C.7(f)	<p>Please confirm any steps taken to ensure there is no repeat of the circumstances leading to the notice to terminate or termination</p>	Free text

C.8	Has the Applicant or another organisation which employed or engaged any of the Applicant's Key Personnel at the time, in the last 5 years, received a 'Below Competence' (4) or 'Failure in Performance' (5) rating at Peer Review in the Crime Category of Law that resulted in a decision of termination by the LAA?	Yes (discretionary fail) No (Pass)
	Exceptional circumstances – if the Applicant has answered “Yes” to question C.8, you must give details by answering questions C.8(a) - (c) below.	
C.8(a)	Please confirm the adverse Peer Review rating(s) received in relation to the Crime Category of Law. Where you have received more than one adverse Peer Review rating, please provide details of each rating.	Free text
C.8(b)	Please give the date(s) when you were notified of the relevant Peer Review rating(s).	Free text
C.8(c)	Please give the date when any notification of termination was issued.	Free text
C.9	Has anyone in your organisation received notification from the LAA that they may not conduct publicly funded work under an LAA Contract? For the avoidance of doubt this includes any Civil, Crime, VHCC, CLA, HPCDS or Individual Case Contract. Any individual who has received notification from the LAA that they may not conduct publicly funded work under an LAA Contract may not conduct publicly funded work under the Crime Contract. Where that individual is a member of your Key Personnel, the Applicant may be rejected from the procurement process, subject to an assessment of the questions below	Yes (discretionary fail) No (pass)
	Exceptional circumstances – if the Applicant has answered “Yes” to question C.9, you must give details by answering questions C.9(a) - (h) below.	
C.9(a)	Please provide the full name(s) of the individual(s) who have been notified that they may not conduct publicly funded work under an LAA contract	Free text
C.9 (b)	Is/are the individual(s) a member of Key Personnel?	Option:

		Yes No
C.9(c)	Please confirm the job title(s) of the individual(s) who has/have been notified that they may not conduct publicly funded work under an LAA contract	Free text
C.9(d)	Please provide the date on which the individual(s) was/were notified	Free text
C.9(e)	Please provide details of the events which led to the individual(s) being excluded from conducting publicly funded work under an LAA contract.	Free text
C.9(f)	Please provide a copy of the letter sent by the LAA informing the Applicant/individual(s) of this restriction	Attachment
C.9(g)	What action has the Applicant undertaken to ensure that the individual does not conduct publicly funded work under an LAA contract?	Free text
C.9(h)	What action has the Applicant and/or individual undertaken to ensure that the events which led to the individual being excluded from conducting publicly funded work under an LAA contract do not occur again?	Free text
	Please answer the following statements:	
C.10	The Applicant: (i) is/has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for rejection or the fulfilment of the selection criteria; or (ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015	Yes (discretionary fail) No (pass)
	Exceptional circumstances – if the Applicant has answered “Yes” to question C.10, it must give details by answering questions C.10(a) - (e) below.	
C.10(a)	Please give the name of the contracting authority from whom your organisation withheld/misrepresented information	Free text

C.10(b)	Please confirm the nature of the affected contract(s)	Free text
C.10(c)	Please give the date when the event(s) occurred	Free text
C.10(d)	Please confirm the action taken by the contracting authority as a result of the Applicant withholding/misrepresenting information	Free text
C.10(e)	Please confirm any steps taken to ensure there is no repeat of the circumstances leading to the Applicant misrepresenting/withholding information	Free text
C.11	The Applicant or any of its Key Personnel has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or negligently provided misleading information that may have a material influence on decisions concerning rejection, selection or award.	Yes (discretionary fail) No (pass)
	Exceptional circumstances – if the Applicant has answered “Yes” to question C.11, it must give details by answering questions C.11(a) - (e) below.	
C.11(a)	Please give the name of the contracting authority(ies) affected	Free text
C.11(b)	Please confirm the nature of the affected contract(s)	Free text
C.11(c)	Please give the date when the event(s) occurred	Free text
C.11(d)	Please confirm the action taken by the contracting authority as a result of the Applicant’s action	Free text
C.11(e)	Please confirm any steps taken to ensure there is no repeat of the circumstances leading to undue influence/undue advantage/negligently or materially influencing procurements and/or contracting authorities	Free text
C.12	Have any of the Applicant’s Key Personnel (irrespective of which organisation they were working for) received any conditions on their practising certificates imposed by a regulatory body, Relevant Professional Body or Complaints Body within the last three years?	Yes (discretionary fail) No (Pass)

	Exceptional circumstances – if the Applicant has answered “yes” to question C.12, it must give details by answering questions C.12(a) – (e) below.	
C.12(a)	If the Applicant has answered “Yes” in relation to Key Personnel, please give the name and position of the person(s) involved.	Free text
C.12(b)	Please give details about the nature of the event(s) leading to the imposition of the condition(s), including the date when the event(s) occurred	Free text
C.12(c)	Please give details of the condition(s) that were imposed, including the date they were imposed	Free text
C.12(d)	Please give details of the nature of any current condition(s) on practising certificates	Free text
C.12(e)	Please confirm any steps taken to ensure there is no repeat of the circumstances leading to the imposition of condition(s)	Free text
C.13	Is the Applicant a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	Yes (Answer C.13(a)) No (Pass)
C.13(a)	If you have answered yes to question C.13 are you compliant with the annual reporting requirements contained within Section 54 of the Act?	Yes (pass) (Answer C.13(b)) No (discretionary fail)
C.13(b)	Please provide the relevant URL to view the statement	Free text
	Exceptional circumstances – if the Applicant has answered “No” to question C.13(a), it must give details by answering question C.13(c) below.	

C.13(c)	Please provide all relevant information for the LAA to consider your exceptional circumstances including why you are currently not compliant and what steps are being taken to become compliant with the Act. Please provide timescales for activity to be completed.	Free text
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Section D – Declaration

I give my undertaking that I am either

- the Compliance Officer for Legal Practice (COLP) or the individual intending to be the COLP where the Applicant is or intends to be authorised by the Solicitors Regulation Authority (SRA); or
- the Head of Legal Practice (HOLP) or the individual intending to be the HOLP where the Applicant is or intends to be authorised by the Bar Standards Board (BSB); or
- the Compliance Manager (CM) or the individual intending to be the CM where the Applicant is or intends to be authorised by CILEx Regulation (CILEx); or
- where the Applicant is not (and will not be) authorised by the SRA, the BSB or CILEx, a member of Key Personnel who either (i) has decision and / or veto rights over decisions relating to the running of the Applicant; or (ii) has the right to exercise, or actually exercises, significant influence or control over the Applicant;

and so authorised to make this submission on behalf of the Applicant and confirm that the answers submitted in this Selection Questionnaire Response are correct. I understand that the information will be used in the process to assess the Applicant’s suitability to be offered a 2022 Standard Crime Contract with authorisation to undertake Crime Contract Work.

I understand that the LAA may conduct verification checks and may reject this Selection Questionnaire Response if there is a failure to answer all relevant questions fully or the information provided is inaccurate in any material way.

	Question	Response Type
D.1	Name of the individual making declaration on behalf of the Applicant	Free text

D.2	Status within the Applicant	Option List: i) COLP or intended COLP ii) HOLP or intended HOLP iii) CM or intended CM iv) Key Personnel
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ANNEX C: CRIME CONTRACT 2022 ITT

Section A - Tender Information

This section will collect information about the Classes of Work the Applicant wishes to conduct from its Office(s). Applicants must select at least one of the Classes of Work set out in questions A.1 to A.4.

	Question	Response Type
Note	All Applicants must submit a response to this Invitation To Tender (ITT). Applicants must ensure that they also complete and submit a response to ITT_701 – Selection Questionnaire for 2022 Standard Crime Contract.	
Note	<p>Before submitting your Invitation To Tender (ITT) Response, please carefully read the Information For Applicants (IFA) for the Crime Contract procurement process. This can be downloaded from the 'Buyer Attachments' section at the top of this page. The IFA gives information about the procurement process, including how to complete a Tender.</p> <p>When completing your ITT Response you should save your work regularly.</p> <p>If you are logged onto the eTendering system but do not use it for 15 minutes, the eTendering system will notify you through a 'pop up'. So that you can see this and click the 'Refresh' link in this 'pop up', please ensure that 'pop ups' are NOT blocked on your browser so you are not disconnected from the eTendering system and do not lose any unsaved information.</p> <p>Do not use the 'Back' or 'Forward' buttons on your browser; you could potentially lose your work. Please use the links on the eTendering system to navigate.</p>	
Note	If you do not select at least one Class of Work your Tender will be rejected.	
A.1	<p>Applicants must select each Class of Work they wish to deliver under the 2022 Standard Crime Contract.</p> <p>Please note: Where the Applicant has indicated that it wishes to conduct Contract Work in the Criminal Investigation and Criminal Proceedings and/or Prison Law Classes of Work they need not also select “Appeals and Reviews only”</p>	<p>Multiple option list:</p> <p>a. Criminal Investigations and Criminal Proceedings which also includes Appeals and Reviews (Answer A.2.i)</p>

		<p>b. Prison Law which also includes Appeals and Reviews (Answer A.3.i)</p> <p>c. Appeals and Reviews only (Answer A.4.i)</p>
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	Question	Response Type
A.2.i	<p>Applicants must select each of the options which sets out Criminal Investigations and Criminal Proceedings Contract Work they are applying to deliver.</p> <p>Applicants must note that where they apply to join Duty Schemes, they will also be able to undertake Own Client work from those Offices.</p>	<p>Multiple option list:</p> <p>a. Apply to join Duty Schemes in London boroughs (Answer A.2.ii)</p> <p>b. Apply to join Duty Schemes outside of London boroughs (Answer A.2.iii)</p> <p>c. Apply to deliver Own Client Contract Work (where Applicants are not also applying to join Duty Schemes from those Offices) (Answer A.2.iv)</p>
A.2.ii	Please attach a completed London DIF to apply to join Duty Schemes in London boroughs	Attachment
A.2.iii	Please attach a completed non-London DIF to apply to join Duty Schemes in outside of London boroughs	Attachment
NOTE	Where the Applicant wishes to tender to deliver Criminal Investigations and Criminal Proceedings Contract Work on an Own Client basis from multiple Offices, it will then be required to answer 'yes' to question A.2.vii and then enter the relevant details as	

	applicable for a second Office. It will then be asked to indicate whether it wishes to deliver work from another Office and give the details, and so on for up to 10 Offices.	
A.2.iv	Please provide the Office address from which the Applicant wishes to deliver Criminal Investigations and Criminal Proceedings on an Own Client basis	Free text
A.2.v	Please provide the Office postcode from which the Applicant wishes to deliver Criminal Investigations and Criminal Proceedings on an Own Client basis	Free text
A.2.vi	Please provide the LAA Account Number, if this Office already has one assigned If this Office does not have an LAA Account Number assigned, please answer "N/A"	Free text
A.2.vii	Does the Applicant wish to deliver Criminal Investigations and Criminal Proceedings on an Own Client basis from a second Office?	Yes (Answer A.2.iv) No
A.2.viii	Does the Applicant wish to deliver Criminal Investigations and Criminal Proceedings on an Own Client basis from more than 10 Offices?	Yes (Answer A.2.ix) No
A.2.ix	Please attach a completed Additional Office Information Form	Attachment

NOTE	Where the Applicant wishes to tender to deliver Prison Law Contract Work from multiple Offices, it will then be required to answer 'yes' to question A.3.iv and then enter the relevant details as applicable for a second Office. It will then be asked to indicate whether it wishes to deliver work from another Office and give the details, and so on for up to 5 Offices.	
A.3.i	Please provide the Office address from which the Applicant wishes to deliver Prison Law	Free text
A.3.ii	Please provide the Office postcode from which the Applicant wishes to deliver Prison Law	Free text
A.3.iii	Please provide the LAA Account Number, if this Office already has one assigned If this Office does not have an LAA Account Number assigned, please answer "N/A"	Free text
A.3.iv	Does the Applicant wish to deliver Prison Law from a second Office?	Yes (Answer A.3.i)

		No
A.3.v	Does the Applicant wish to deliver Prison Law from more than 5 Offices?	Yes (Answer A.3.vi) No
A.3.vi	Please attach a completed Additional Office Information Form	Attachment

NOTE	Where the Applicant wishes to tender to deliver Appeals and Reviews Contract Work from multiple Offices, it will then be required to answer 'yes' to question A.4.iv and then enter the relevant details as applicable for a second Office. It will then be asked to indicate whether it wishes to deliver work from another Office and give the details, and so on for up to 5 Offices.	
A.4.i	Please provide the Office address from which the Applicant wishes to deliver Appeals and Reviews only	Free text
A.4.ii	Please provide the Office postcode from which the Applicant wishes to deliver Appeals and Reviews only	Free text
A.4.iii	Please provide the LAA Account Number, if this Office already has one assigned If this Office does not have an LAA Account Number assigned, please answer "N/A"	Free text
A.4.iv	Does the Applicant wish to deliver Appeals and Reviews only from a second Office?	Yes (Answer A.4.i) No
A.4.v	Does the Applicant wish to deliver Appeals and Reviews from more than 5 Offices?	Yes (Answer A.4.vi) No
A.4.vi	Please attach a completed Additional Office Information Form	Attachment

Section B – Crime Contract Declaration

By completing and submitting this ITT Response the Applicant commits that it will meet the following Contract requirements by the Contract Start Date in order to be awarded a Crime Contract:

- Applicants must be authorised by a Relevant Professional Body. For the avoidance of doubt this does not preclude non-solicitor entities from applying. Individuals applying to hold the Crime Contract must have all necessary licences and authorisations to conduct Contract Work by the Contract Start Date; and
- Applicants must have at least one Office in England or Wales that meets the requirements set out at paragraphs 2.42 and 2.44 to 2.52 of the Contract Specification; and
- Where the Applicant wishes to join Duty Schemes it must have an Office within the relevant geographical area as determined through the Duty Solicitor Postcode Tool; and
- Applicants carrying out work in the Criminal Investigations and Criminal Proceedings Class of Work must Employ at least one Full Time Equivalent Supervisor who meets the Criminal Investigations and Criminal Proceedings Supervisor requirements; and
- Where the Applicant is tendering to deliver work in the Prison Law Class of Work it must Employ at least one Full Time Equivalent Supervisor who meets the Prison Law Supervisor requirement; and
- Where the Applicant is tendering to deliver work in the Appeals and Reviews Class of Work only, it must Employ at least one Full Time Equivalent Supervisor who meets the Appeals and Reviews Supervisor requirement; and
- Applicants must maintain a ratio of one Full Time Equivalent Supervisor to six Designated Fee Earners/Caseworkers as set out at paragraph 2.29 of the Contract Specification where a Supervisor undertakes supervision in the Prison Law Class of Work only; and
- Applicants must maintain a ratio of one Full Time Equivalent Supervisor to four Designated Fee Earners/Caseworkers as set out at paragraph 2.30 of the Contract Specification where a Supervisor undertakes supervision in the:
 - (i) Criminal Investigations and Criminal Proceedings and/or Appeals and Reviews Classes of Work; or
 - (ii) Prison Law and any other Class of Work; and
- Applicants must hold a Relevant Quality Standard (see paragraphs 2.9 to 2.14 of this IFA for further details); either the Law Society's Lexcel standard or the LAA Specialist Quality Mark;

I give my undertaking that I am or intend to be the Applicant's Compliance Officer for Legal Practice (COLP) or, where authorised by the Bar Standard Board, the Head of Legal Practice (HOLP), or where authorised by CILEx, the Compliance Manager, or a member of Key Personnel and so authorised to make this submission on behalf of the Applicant and that the answers submitted in this ITT Response are correct. I understand that the information will be used in the process to assess the Applicant's suitability to be offered a Crime Contract. I understand

that the LAA may conduct verification checks and may reject this ITT Response if there is a failure to answer all relevant questions fully or the information provided is inaccurate in any material way.

	Question	Response Type
B.1	Name of the individual making declaration on behalf of the Applicant	Free text
B.2	Status within Applicant	Option List: i) COLP or intended COLP ii) HOLP or intended HOLP iii) CM or intended CM iv) Key Personnel

ANNEX D: GLOSSARY OF DEFINED TERMS

Defined Term	Definition
Additional Office Information Form	The form Applicants must submit with their ITT Response where they wish to deliver Contract Work from more than the number of Offices that are catered for in the eTendering system. This form can be found in the 'buyer attachments' section of the ITT.
Alternative Business Structure	<p>A firm where a non-lawyer:</p> <ul style="list-style-type: none"> • is a manager of the firm, or • has an ownership-type interest in the firm <p>A firm may also be an ABS where another body:</p> <ul style="list-style-type: none"> • is a manager of the firm, or • has an ownership-type interest in the firm <p>and at least 10 per cent of that body is controlled by non-lawyers.</p> <p>A non-lawyer is a person who is not authorised under the Legal Services Act 2007 to carry out reserved legal activities</p>
Appeals & Reviews	Work in respect of an appeal or review of a criminal conviction or sentence, and the making of an application to the Criminal Cases Review Commission
Applicant	A single legal entity (including an individual) tendering to deliver the advertised services
Associated Civil Work	<p>Legal Help and civil Legal Representation in actual or proposed proceedings:</p> <p>(a) for judicial review (including proceedings under the Human Rights Act 1998) or proceedings for habeas corpus, provided those proceedings arise from a Matter or Case within the "Crime" Category of Law; or</p> <p>(b) under the Proceeds of Crime Act 2002; or;</p> <p>(c) Civil legal Services in relation to proceedings for injunctions sought in respect of alleged anti-social behaviour arising under Part 1 section 1 of the Anti-Social Behaviour, Crime and Policing Act 2014</p> <p>(d) Civil Legal Services in relation to proceedings for injunctions sought in respect of gang related violence and drug-related activity</p>

	arising under Part 4 of the Policing and Crime Act 2009 (so called 'gang' injunctions)
BSB	Bar Standards Board; a Relevant Professional Body
Caseworker	An employee who is not a Supervisor, but who is a fee-earner who regularly undertakes criminal defence work to whom a specific caseload of Contract Work is allocated and is responsible for the progression of those cases, within their specific caseload, under supervision. Caseworker includes paralegals
CILEx	Chartered Institute of Legal Executives; a Relevant Professional Body
Class of Work	Criminal Investigations and Criminal Proceedings, Appeals and Reviews, Prison Law and Associated Civil Work and "Class" and "Classes" have the corresponding meaning
CM	Compliance Manager for an organisation authorised by CILEx
COLP	Compliance Officer for Legal Practice for an organisation authorised by the SRA.
Contract Management	A department within the LAA, responsible for managing relationships with Providers and their performance under the contract.
Contract Manager	An individual employed with LAA's Contract Management department with responsibility for managing relationships with Providers.
Contract Period	As set out in the Contract for Signature
Contract Start Date	The date on which services under the Crime Contract will begin – 1 October 2022
Contract Specification	Services that may be performed for clients as specified in the Schedule(s) and the Specification under or by virtue of the Crime Contract
Contract Work	Services to be delivered under a legal aid contract
Controlled Work and Administration ('CWA')	A digital billing service that contains all Providers' contracts and schedules
Controller	As defined in the UK GDPR
Crime Contract	The 2022 Standard Crime Contract
Criminal Defence Work	In relation to Paragraph 6.23 of the 2022 Standards Crime Contract Specification, defence work performed for clients in relation to a criminal investigation, criminal proceedings or a prison law matter. It includes Contract Work, work on AGFS, VHCC and the Armed Forces Legal Aid Scheme as well as privately funded work on the same types of matter that would be funded under criminal legal aid save for the client not meeting the relevant means eligibility criteria or choosing to pay privately. Work performed for a client in cross-examining a witness under Section 38 of the Youth Justice and Criminal Evidence Act 1999 is also included

CRM12	The form Applicants must submit for each Duty Solicitor applying to join Duty Schemes
Criminal Investigations and Proceedings	<p>“Criminal Investigations” means the Units of Work covered by the "Criminal Investigations" Class of Work set out at Paragraph 1.3 of the Specification</p> <p>“Criminal Proceedings” has the meaning given to it in section 14 of the Act and regulation 9 of the Criminal Legal Aid (General) Regulations 2013</p>
Criteria	Requirements you must meet to be awarded a 2022 Standard Crime Contract.
Data Protection Laws	Means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data including, but not limited to, the Data Protection Act 2018 and the GDPR or, in the event that the UK leaves the European Union, all legislation enacted in the UK in respect of the protection of personal data; and (b) any code of practice or guidance published by the ICO from time to time.
Data Subject	As defined in the UK GDPR
Deadline	The deadline for submitting a Tender to this procurement process (5pm on 30 November 2021)
Designated Fee-earner	A person designated by a Crime Contract holder to undertake Contract Work under the Contract Specification in accordance with Paragraphs 2.326 and 2.38 of the Contract Specification
Duty Information Form	The form which will collect Office details and eligibility for Duty Schemes, which forms part of an Applicant’s ITT Response
Duty Scheme	A duty scheme operating under this Contract covering one or more magistrates’ courts or police stations
Duty Slots	A period during which a Duty Solicitor is required to be available to give Advice and Assistance or Advocacy Assistance under a Duty Scheme
Duty Solicitor	A person who has previously been a member of a Scheme under a Previous Contract or is a current member of the Law Society’s Criminal Litigation Accreditation Scheme and passed the PSQ
Duty Solicitor Postcode Tool	The pdf document on our website which sets out the geographical ambit of Duty Schemes by reference to postcodes
Employee	An individual who will undertake Contract Work on a Crime Contract holder’s behalf and who:

	<p>(a) is a director, member or partner of the Applicant; or</p> <p>(b) holds a contract of employment with the Applicant;</p> <p>and (with the exception of directors, members of LLPs or partners) has employment rights including but not limited to the right to claim unfair dismissal and statutory redundancy payments and who (in all cases) is fully integrated into the organisation, is under the control of the organisation and mutuality of obligation is present. For the avoidance of doubt, individuals who are self-employed, independent contractors or hold a contract for services do not meet this definition. "Employ" and "Employed" shall be construed accordingly</p>
Engaged	The requirements that a Duty Solicitor must meet to be eligible to apply for Duty Slots – as set out in paragraphs 6.22 to 6.24 of the Contract Specification
eTendering system	The LAA's secure Internet site at www.legalaid.bravosolution.co.uk through which Tenders and the procurement process as a whole are managed
Full Time Equivalent (FTE)	The equivalent of one individual working 35 hours in a standard 7-day week (excluding breaks). More than one individual may together make up a Full Time Equivalent individual. Applicants are not permitted to claim an individual member of staff as more than one FTE even if they work more than 35 hours per week.
HOLP	Head of Legal Practice for an organisation authorised by the BSB
Individual Bid	A Tender to deliver a Class of Work at a particular Office
Invitation To Tender	That part of the procurement process containing Category-specific criteria
Information For Applicants (IFA)	This Information for Applicants (in its entirety)
ITT Response	An Applicant's response to the 2022 Standard Crime Contract ITT Invitation To Tender and which forms a part of its Tender
Key Personnel	Any person who has or is held out as having either expressly or impliedly, (or will have by the Contract Start Date) powers of representation, decision or control of an Applicant including partners, directors, trustees and other senior managers and who are employed by the Applicant. This includes Persons with Significant Control
LAA Account Number	The unique reference assigned to each provider Office from which criminal legal aid work is undertaken

Legal Aid Legislation	The Legal Aid, Sentencing and Punishment of Offenders Act 2012 and statutory instruments made under it that are relevant to the Crime Contract
Lexcel Practice Management standard ("Lexcel")	The Law Society's legal practice quality mark, which is a relevant Quality Standard
Office	As set out at paragraphs 2.42 and 2.44 to 2.52 of the Contract Specification
Own Client	A client other than a client who is advised under a Duty Scheme
Part Time Equivalent (PTE)	The equivalent of an individual working 17.5 hours a week during business hours excluding breaks One PTE is based on a 35-hour working week (i.e. half of one FTE).
Pass	To have submitted information by the relevant deadline which evidences to the LAA's satisfaction that the Applicant meets the requirements as set out in this IFA. "Passing", "Passes and "Passed" shall be construed accordingly
Personal Data	As defined in the UK GDPR
Persons with Significant Control	A person who owns or controls an organisation, sometimes called 'beneficial owners'
Prison Law	(a) Cases covered by regulation 12(2)(d), 12(2)(f), 12(2)(g) and 12(2)(h) of the Criminal Legal Aid (General) Regulations 2013; and (b) Minimum Term Review cases covered by Regulation 12(2)(c) of the Criminal Legal Aid (General) Regulations 2013
Processor	As defined in the UK GDPR
Public Defender Service (PDS)	An agency of the LAA that delivers criminal defence services
Quality Standard	Lexcel or SQM specified in your Contract for Signature or such other quality assurance standard approved by us from time to time
Relevant Professional Body	The body or organisation which regulates or exercises control over your professional or service activities or such activities of any of your personnel and/or any other body to whose rules you have elected to be subject to
Rota	A list of Duty Solicitors to provide Advice and Assistance or Advocacy Assistance at magistrates' courts and Police Station Advice and Assistance over a given period

Selection Questionnaire (SQ)	Covering information about the Applicant, mandatory and discretionary grounds for rejection and Declarations
SQ Response	An Applicant's response to the Selection Questionnaire for 2022 Standard Crime Contracts and which forms a part of its Tender
SRA	Solicitors Regulation Authority; a Relevant Professional Body
Supervisor	An Employee of your organisation who actively supervises staff and meets all the Supervisor standards in Section 2 of the Contract Specification
Supervisor Standard and Declaration Form	A form, completed by you evidencing an individual's compliance as a Supervisor.
Tender	An Applicant's response to this procurement process including the Applicant's act bidding in this process i.e. 'to Tender'
UK GDPR	The General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the EU (Withdrawal) Act 2018.
Unrecouped Payments on Account	Payments on Account made to a Provider in respect of a Case and for which a final bill has not been received and have therefore not been recouped
Verification Date	The date by which Applicants must submit compliant verification information and being 23.59 on 27 March 2022