

7. Very High Cost Cases (VHCCs)

- 7.1 For the avoidance of doubt, VHCC work is not within the scope of this Contract and is subject to separate contracting arrangements. However, you must comply with the obligations set out below in this Specification in relation to cases that may become VHCCs.
- 7.2 Any question as to whether a case should be classified as a VHCC within the meaning of Criminal Remuneration Regulations will be referred to and decided by us.
- 7.3 You must notify us in writing of a potential VHCC as soon as it appears that the case will be, or is likely to be, a VHCC within the meaning of Criminal Remuneration Regulations. If it does, or if you are in any doubt, you must notify us within five Business Days of:
- (a) the earliest hearing at which the court sets a trial estimate; or
 - (b) you identifying that the case will be or is likely to be a VHCC.
- 7.4 You must make a note on file to confirm that you have complied with Paragraph 7.3.
- 7.5 If we require you to complete a VHCC Notification Request Form you must do so and return this to us within 5 Business Days of receipt of the request.
- 7.6 You must not carry out any further Contract Work under this Contract on a case which we classify as a VHCC from such date as we may specify and must not make any claim for any further work under this Contract on that VHCC.
- 7.7 Where we instruct you to pass the VHCC to another Provider, you may only claim under the terms of the Criminal Remuneration Regulations for work properly done up to the date of such instruction by us.
- 7.8 Where Paragraph 7.7 applies, if you retain the case on a pro-bono basis then you must provide us with a signed confirmation from the Client that he or she agrees to you continuing to represent them on a pro-bono basis and that they understand that they could, if they so wish, have their Representation Order transferred to another Provider that is authorised by us to undertake VHCC work.