



Legal Aid
Agency

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www.justice.gov.uk/legal-aid

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Dear VHCC contract holder,

Re: Very High Cost Case (VHCC) (Crime) Contract compliance issues

I am writing to you further to Hugh Barrett's letter of 20 March 2014 which enclosed guidance in relation to contractual duties where a defendant is without an advocate and the potential contractual sanctions which may be applied as a result of any breach of those duties. This letter is also sent further to various other written, email and verbal correspondence between us in relation to your provision of services in relation to VHCCs.

Despite the correspondence referred to above, and the clear guidance given, we have significant concerns in relation to the ongoing failure to instruct an appropriate advocate.

We consider a failure to take all reasonable steps to ensure that a client is represented to be an extremely serious matter. Such reasonable steps would include demonstrably exploring all possible, reasonable avenues of instructing an advocate, including approaching the PDS and solicitor advocates. Where such a failure is deemed to exist this will amount to a material breach of contract thus giving rise to a right on the part of the LAA to apply any Sanction in accordance with clause 24.1(a) (Sanctions) of the 2013 Standard Terms.

With these considerations in mind you are requested to provide a detailed written explanation within 5 working days of the date of this letter clearly and specifically setting out:

- a. the reasons why the services of an advocate have not been secured on behalf of your client; and
- b. how you have taken all reasonable steps to secure such services on behalf of your client (including a detailed chronology of events).

Please provide documentary evidence detailing the steps you have taken, including the names of the advocates you have contacted, the dates when they were contacted and their response.

For the avoidance of doubt, and without prejudice to any other rights of the LAA, if you fail to provide a satisfactory response in accordance with the requirements of this letter and you fail to secure the services of an appropriate advocate on behalf of your client within 5 working days then we reserve the right to take further action under the contract, including termination or suspension without further notice and with immediate effect. Furthermore, where we consider that a failure to secure representation or to take all reasonable steps to secure representation on behalf of a client may amount to a breach of the Solicitors' Code of Conduct we may report the matter for consideration by the Solicitors Regulation Authority.

You should note that the termination of a VHCC contract in these circumstances would, in the absence of exceptional circumstances, result in any future application for an LAA contract as part of the procurement launched this year for the 2015 Own Client/Duty Contracts being rejected.

Please direct all responses in relation to this letter to myself at the following email address:
highcostcrime@legalaid.gsi.gov.uk.

Yours sincerely

A handwritten signature in black ink, appearing to read 'J. SirodcAR', written in a cursive style.

JOHN SIRODCAR
Head of Contract Management