

Dear Colleague

Unified Contract April 2007

You may be aware that, despite the Law Society's campaign in respect of the Unified Contract, many hundreds of providers have already signed and returned their new contracts. If you have already done so, I would like to thank you and apologise for troubling you with this letter. However, you may be aware that the Law Society has announced an intention to commence judicial review proceedings concerning the new contract. Given this, and our continuing concern that the Law Society's advice to the profession is unbalanced, I felt it important to write directly to all civil legal aid providers about this issue.

Any decision to sign, or not to sign the contract is, of course, a matter for you and your firm. My concern is that in the interests of clients and of the hundreds of committed firms with whom we have a good working relationship, decisions are made in the light of accurate information. This is particularly important at a time of what I accept is a period of significant change for all of us working in legal aid.

For me the key point is that these Standard Terms are in many respects identical or very similar to your existing contract. The headline concerns about periods of notice for urgent amendments and the six month termination clause ignore the fact that these reflect existing contractual provisions. I would urge you to use your own judgement as to how these provisions have been operated by us since the inception of contracting in January 2000. Aside from producing a clearer and better structured contract document, the main changes from the existing contract are concerned with other issues that are clearly in the interests of clients and the many high quality providers who work with us: for example improving diversity, the use of peer review to support good quality services, and bringing not for profit agencies and solicitor providers within the same contract.

Our regional office teams have, I know, spoken to many of you about the new contract. We had also hoped to attend the Law Society briefing meetings on the new contract to ensure that you had the fullest possible chance to understand and explore these issues – however, the Law Society refused to allow us the opportunity to engage with those of you who attended these events in this way. Therefore, I would also suggest that before you make up your mind about signing the contract you look at the information on our website (www.legalservices.gov.uk) under the CLS menu "How the Unified Contract works" which includes a clause by clause rebuttal of the Law

Society's claims. You can also, of course, contact your local account manager to discuss these issues.

As you are aware, from 1 April 2007, the current contract Specification continues to apply. Under the new Standard Terms your termination rights include both the current provision (3 months' notice at any time without penalty) and a new right for earlier termination in the event that you feel unable to continue your contract following an amendment. This means that if you sign now and then decide that any future amendments are not acceptable, you may terminate before they are implemented, without penalty.

The Law Society has suggested that the new contract is a part of the implementation of the reforms to legal aid that are currently under way and enables cuts to be made to the legal aid budget. In fact the reform programme is aimed at increasing the share of legal aid for civil work. In any event, the existing contract, which the Law Society has suggested should be rolled-over, already contains the provisions that enable us to deliver the reforms that have already been announced or that are currently the subject of consultation and discussion, such as the new family fee schemes.

As I said at the start of this letter, the Law Society has written to the Commission indicating an intention to seek a judicial review of the new contract. We will be responding to the Society in due course.

Although the Law Society has asked for the Unified Contract to be withdrawn the proposed judicial review proceedings do not seek to prevent the implementation of the new contract on 1 April. As the letter from the Society's solicitors says:

"Since the existing General Civil Contract expires on 31 March 2007.....an order setting aside the decision of the LSC to offer the Unified Contract would not be effective to protect [individual firms of solicitors'] position in respect of work done after 31 March or to protect their existing clients after that date. Such an order would effectively leave many existing clients and many potential new clients without access to legal advice and assistance after that date. To seek such an order would not therefore be in the public interest....."

Therefore I need to emphasise that this action will not affect the implementation of the new contract on 1 April.

If you have already signed and returned the Unified Contract or intend to do so before the 30 March you will continue to undertake civil legal aid work from 1 April under the terms of that contract.

If you decide against signing the contract, you may take this letter as authorisation to continue Remainder Work for existing cases until your Account Manager has had the opportunity of discussing the matter with you.

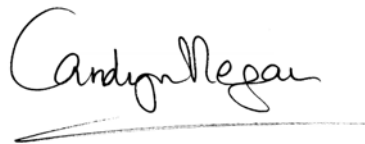
Please note, however, that once your current contract expires you will not be able to start any new matters or cases and we will need to begin to re-allocate

matter starts accordingly. (This includes work under any certificate issued on or after expiry of your last contract, unless it replaces an emergency certificate properly granted prior to that date.) **The only guarantee of a seamless transition from the General Civil Contract to the Unified Contract is therefore by returning your signed Contract for Signature to the appropriate Regional Office by 30 March 2007.**

If you choose not to sign the new contract, although you may receive a Standard Monthly Payment in April, no further Standard Monthly Payments will be made thereafter. You may continue to make claims for Remainder Work on a bill by bill basis, which will be processed but may be offset against any indebtedness to the LSC.

I am very concerned that the Law Society campaign is putting clients and firms at risk. I hope that once you are fully informed about the Unified Contract you will decide to continue to work with us in the future, alongside the many providers who have already indicated their ongoing commitment to legal aid.

Yours faithfully

A handwritten signature in cursive script that reads "Carolyn Regan". The signature is written in black ink and is positioned above a horizontal line that serves as a separator between the signature and the typed name below.

Carolyn Regan
Chief Executive