

IFFO Appeal Decision

R v [REDACTED]

On [REDACTED] September 2018 a Panel comprising of members of the LAA's Executive Team and a Bar Council Representative met to consider a dispute in relation to an IFFO Contract in the above case. The members of the Panel were: [REDACTED]
[REDACTED]. The Panel's unanimous decision and reasons are set out below.

- i. The subject of this dispute is whether [REDACTED] Proposed Junior Counsel for [REDACTED] was entitled to a new IFFO Contract, in circumstances where she has been re-instructed in the case where she had previously acted under an IFFO Contract, but had been obliged to withdraw from the case.
- ii. The Panel considered the Appeal Bundle together with the "Broader Chronology" provided by [REDACTED].
- iii. The Panel agreed with [REDACTED]'s contention in her email dated 11 July 2018 that the original IFFO Contract was terminated when she withdrew from the case and a new contract was signed with her replacement. In the absence of express wording to that effect, the Panel do not consider that the original Contract can be deemed to have been suspended and therefore capable of 'resurrection' at a later date. The subsequent withdrawal of replacement counsel means that their contract has also come to an end and therefore [REDACTED] would in principle be entitled to a new contract, in the same way that a third counsel would be so entitled.
- iv. The Panel notes that when this situation has arisen in other cases, the original counsel has been prepared to pick up the case without a repeat payment for the first stage. While this is not a matter for the Panel, it notes that [REDACTED] has suggested that she would be prepared to waive her right to a fresh Stage 1 payment if the LAA were to make a re-read payment of £6,000 plus VAT. The Contract Manager should give consideration as to whether they would wish to accept this offer of compromise and if so take appropriate steps to agree this with Counsel.

[REDACTED] September 2018