

YOUTH JUSTICE AND CRIMINAL EVIDENCE ACT 1999

EXPLANATORY NOTES

COMMENTARY ON SECTIONS

Part I: Referrals to youth offender panels

Section 11: Progress meetings

63. *Section 11* enables the youth offender panel to hold progress meetings during the course of the contract, as considered appropriate to monitor the young offender's progress. The number of meetings is not prescribed since it will depend on the length of the referral and the level of support the young offender appears to need in order to comply with the contract and complete the programme successfully. Progress meetings will also be required if a young offender wishes to vary the terms of the contract in any way or if there appears to a breach of the contract.
64. In the event of an apparent breach, the purpose of the meeting will be to discuss with the young offender what has happened so that the youth offender panel can assess whether it will be appropriate to continue with the contract, perhaps varied to take account of any genuine difficulties that may be preventing compliance. If the breach is without good reason the panel may consider it to be sufficiently serious to refer the young offender back to court for re-sentencing (as to which see Schedule 1).
65. Where there is a major change in the circumstances of the young offender (such as moving to live abroad) which would make it impossible to comply with the terms of the contract, the young offender may ask the youth offender panel to seek revocation of the order. In such cases the panel may terminate the meeting, where the request seems reasonable, and refer the case back to court for revocation to be considered (as to which see Schedule 1).
66. Where it is considered appropriate to vary the terms of the contract, *subsections (6) and (7)* provide that, as with the original contract, the revised version should be set out or explained in clear language, signed by both the offender and a member of the youth offender panel and then copied to the offender. *Subsection (9)* provides that the same general rules governing content should apply to the varied contract as to the original.