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*Changes to legislation: There are currently no known outstanding effects for the Crime and Courts Act 2013, Paragraph 5. (See end of Document for details)*

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## SCHEDULES

### SCHEDULE 17

#### DEFERRED PROSECUTION AGREEMENTS

##### PART 1

##### GENERAL

##### *Content of a DPA*

- 5 (1) A DPA must contain a statement of facts relating to the alleged offence, which may include admissions made by P.
- (2) A DPA must specify an expiry date, which is the date on which the DPA ceases to have effect if it has not already been terminated under paragraph 9 (breach).
- (3) The requirements that a DPA may impose on P include, but are not limited to, the following requirements—
- (a) to pay to the prosecutor a financial penalty;
  - (b) to compensate victims of the alleged offence;
  - (c) to donate money to a charity or other third party;
  - (d) to disgorge any profits made by P from the alleged offence;
  - (e) to implement a compliance programme or make changes to an existing compliance programme relating to P's policies or to the training of P's employees or both;
  - (f) to co-operate in any investigation related to the alleged offence;
  - (g) to pay any reasonable costs of the prosecutor in relation to the alleged offence or the DPA.

The DPA may impose time limits within which P must comply with the requirements imposed on P.

- (4) The amount of any financial penalty agreed between the prosecutor and P must be broadly comparable to the fine that a court would have imposed on P on conviction for the alleged offence following a guilty plea.
- (5) A DPA may include a term setting out the consequences of a failure by P to comply with any of its terms.

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#### **Commencement Information**

**II** Sch. 17 para. 5 in force at 24.2.2014 by [S.I. 2014/258](#), [art. 2\(b\)](#)

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