

**Annex A**  
**HPCDS 2013 Standard Civil Contract Specification Category Specific Rules**

**PARAGRAPHS 10.1-10.15 OF THE 2013 STANDARD CIVIL CONTRACT SPECIFICATION CONTAIN THE CATEGORY SPECIFIC RULES FOR (NON-HPCDS) MAINSTREAM HOUSING AND DEBT CATEGORY CONTRACT WORK. AS THESE DO NOT APPLY TO THE CONTRACT (BECAUSE MAINSTREAM HOUSING AND DEBT CATEGORY CONTRACT WORK IS OUTSIDE OF ITS SCOPE) THEY HAVE BEEN DELETED IN THEIR ENTIRETY.**

**ACCORDINGLY, THE CATEGORY SPECIFIC RULES FOR HPCDS ARE SET OUT WITHIN PARAGRAPHS 10.16 TO 10.54 BELOW.**

### **Category Specific Rules**

#### **Section 10 Housing Possession Court Duty Scheme 10.1-10.15 [NOT USED]**

10.16 You may participate in the Housing Possession Court Duty Scheme only if you are authorised to do so under Exclusive Schedule Arrangements. Unless otherwise stated, in Paragraphs 10.16 to 10.55:

(a) references to a Schedule refer to your Exclusive Schedule Arrangements for the Housing Possession Court Duty Scheme;

(b) "the Scheme" means the Housing Possession Court Duty Scheme operating under this Contract and includes advice and representation at both review hearings and substantive hearings;

(c) "the Service" means services you provide as part of the Scheme, as more specifically described at Paragraphs 10.18 and 10.38 to 10.39; and

(d) "Court hearing" means a hearing held at court or some other off-site location. "Remote hearing" means a hearing held by telephone or video conference.

#### *The Schedule*

10.17 All work carried out under the Scheme is subject to any conditions or restrictions set out in that Schedule. You may only provide services under the Scheme during the period specified in your Schedule. When a Schedule expires but this Contract remains in force, we will issue you with a new Schedule unless you have given us at least one month's notice that you do not wish us to do so.

#### *The Service*

10.18 The Service involves the provision of Legal Help and Help at Court (in person at court or some other off-site location or remotely) to Clients with a listed possession hearing (which will be either a review hearing or a substantive hearing) as described at Paragraphs 10.36 to 10.39 below. Subject to the terms of your Schedule, work covered by the Scheme may only be claimed for under this Contract.

#### *Payment*

- 10.19 The Housing Possession Court Duty Scheme is Controlled Work. The payment provisions for all work under the Scheme are specified in the Remuneration Regulations.
- 10.20 Payment will be monthly in arrears for work done. Payments will be made separately from your Standard Monthly Payments for other Controlled Work. Periodically we will reconcile your Claims and payments. If, in any Housing Possession Court Duty Scheme session where you are available to advise the client (in person at court or some other off-site location or remotely) but:
- (a) you perform no work for Clients we will pay you on the basis that you have advised one Client during the session and you are entitled to payment on that basis; or
  - (b) where the Housing Possession Court Duty Scheme session takes place between 1 ~~May~~October 2022 and ~~29 April 2023~~30 September 2022 you perform no work for Clients or one Client only, we will pay you on the basis that you have advised two Clients during the session and you are entitled to payment on that basis.
- 10.21 For the purpose of the Scheme, "session" means a period when the court is in session. The court will determine the number of sessions per day and as long as there is a clear break between sessions listed on the same day payments can be claimed for each session.
- 10.22 The rate referred to in the Remuneration Regulations is payable per Client and covers all work for a Client in relation to a single listed hearing. If you advise or represent the Client at more than one hearing then fees are claimable for each hearing. You do not need to have represented the client at both the review and the substantive hearings in order to be paid. If you only represent the client at the review hearing then you will be paid for that hearing. If you represent the client at the review hearing and the substantive hearing you will be paid for each hearing. There are no additional payments for travel or waiting. No additional payments will be made other than for disbursements incurred in representing a Client at a remote hearing.
- 10.23 You must comply with the requirements to provide information about the Scheme by the specified times and your entitlement to receive payment is conditional on your doing so.

#### *Matter Start rules*

- 10.24 If you provide the Service at the session the following provisions apply:
- (a) where you subsequently open a new Housing or Debt Matter Start under your 2018 Standard Civil Contract in relation to the same case, then you cannot claim any payment for providing the Service at the session. The costs of providing the Service will be included in the Housing or Debt Matter Start Fixed Fee provided for in the Remuneration Regulations and paid in accordance with your 2018 Standard Civil Contract. Work undertaken in advising and representing the client through the HPCDS can be included in the hours that contribute towards the Escape Fee Case threshold if a separate Legal Help matter is subsequently opened; or
  - (b) where the Housing Possession Court Duty Scheme session takes place between 1 ~~October~~May 2022 and ~~29 April 2023~~30 September 2022 and you subsequently open a new Housing or Debt Matter Start under your 2018 Standard Civil Contract in relation to the same case, you can claim payment for the Matter Start in addition to payment for providing the Service at the session. Payment for the Housing or

Debt Matter Start Fixed Fee is provided for in the Remuneration Regulations and paid in accordance with your 2018 Standard Civil Contract.

- 10.25 The rule at Paragraph 10.24 does not apply if you subsequently open a non-Housing/non-Debt Matter Start under your 2018 Standard Civil Contract (where you have authorisations in Categories other than Housing and Debt under that contract) after providing the Service. The Matter Start rules set out in Section 3 of the General Rules of the Specification to your 2018 Standard Civil Contract will apply in these circumstances.

#### *Reporting*

- 10.26 You must report data about the Service to us in such form as we may specify. Monthly monitoring reports showing details of Clients assisted must be completed fully and returned to us by you within 10 days after the end of each month. Payments are triggered by our receipt of fully completed monthly monitoring reports on or before their respective due date. If you fail to provide any report to us by its due date, your payment will be delayed until after we have received it.

#### *Volumes of work*

- 10.27 We will allocate a volume of acts of assistance to each Scheme for the year (or such other period as is specified in your Schedule). Schemes will be able to provide 10% more acts of assistance than their allocated volume without prior authorisation from us. If Schemes wish to provide acts of assistance above this level then our prior written approval is required. Provision of the Service does not allow or require you to use up Housing Matter Starts issued to you under your 2018 Standard Civil Contract for services covered by the Scheme.

#### *Management*

- 10.28 You must have a Housing and Debt Supervisor at all times you are delivering the Service.
- 10.29 You must nominate a member of your personnel who is responsible for the overall supervision and management of the Service and provide us with their name. This person must meet the Housing and Debt Supervisor standard.
- 10.30 The nominated member of your personnel must liaise with the court to ensure that the Scheme is in place each time the court lists possession proceedings.
- 10.31 You must demonstrate that the Scheme has effective induction, training, appraisal and supervision procedures for all caseworkers.
- 10.32 You must ensure that you have appropriate adviser(s) available for each session held by the court.
- 10.33 For the purposes of Paragraph 10.32 "appropriate adviser" means a caseworker who conducts a minimum of 12 hours casework per week.
- 10.34 You must include your Housing Possession Court Duty Scheme files in any file review process you conduct.

### *Delegation of the Service*

10.35 Without prejudice to your management obligations at Paragraphs 10.28 to 10.34, you may delegate provision of the Service to other Providers who will act as your Agents for the purposes of the Scheme. Any such delegation must be authorised under your Schedule. Unless otherwise provided in your Schedule, we will make payments to you for all work covered by the Schedule and you will be responsible for any payments agreed between you and the Agents

### *Who can use the Scheme?*

10.36 The Scheme is available to any person (regardless of means) whose home is at immediate risk because of possession proceedings being listed for either a review hearing or a substantive hearing. You must provide the Service to any such person (the Client) who requires it during one of the specified court sessions, which could be held in person at court or some other off-site location or remotely. The fact that you assisted a client in relation to a review hearing does not automatically mean that you will assist them at the substantive hearing. The Client does not pay anything for the Service. If a Client has received the Service and wishes to use it again you may provide it to them if they are in genuine need of it and it is appropriate to do so.

10.37 You must provide the Service to all Clients who request advice under the Scheme.

### *Scope of the Scheme*

10.38 The Scheme covers the following types of proceedings held by the court set out in your Schedule.

- (a) private rented possession proceedings;
- (b) public/registered social landlord rented possession proceedings;
- (c) mortgage possession proceedings;
- (d) applications to stay/suspend execution of warrants of possession; and
- (e) Clients with charging orders relating to property whereby the Client is at immediate risk of losing their home through a forced sale.

10.39 For Clients within the scope of the Scheme (see Paragraphs 10.36 to 10.37) you must provide the following services:

- (a) advice (whether in person or remotely) to the Client on the day of the listed hearing;
- (b) advocacy for the relevant proceedings on the day of the listed hearing (whether in person or remotely);
- (c) advice (whether in person or remotely) to the Client on the day post the listed hearing, explaining the outcome and the options available to the Client;
- (d) on the day of the listed hearing, assisting Clients to liaise with third parties;

- (a) referrals to other Providers to take on follow up work where you are unable to take on this work under your Contract or to other organisations where the Client may not be eligible for Legal Aid;
- (b) send a letter to each Client setting out your advice.

#### *Clients requesting advice outside the terms of the Scheme*

- 10.40 Where a Client seeks your advice outside of the terms of the Housing Possession Court Duty Scheme, then, subject to any means or merits tests you should (if you are permitted by your 2018 Standard Civil Contract) consider whether it is appropriate in the circumstances to commence Legal Help, Help at Court or Licensed Work. You will be entitled to payment for assisting that Client in accordance with your 2018 Standard Civil Contract.
- 10.41 Further to Paragraph 10.40, when considering whether it is appropriate in the circumstances, you should take account of the Client's location and whether it is feasible to deliver face-to-face advice from your Office or remote advice to the Client or whether it is more appropriate to refer the Client to a Provider located nearer the Client. Work, other than that set out in paragraph 10.39 above is not part of the Scheme.
- 10.42 If the Client needs further services but you are not able to provide them yourself under your 2018 Standard Civil Contract, you must (if it is practicable to do so) refer the Client to an organisation that will be able to provide them. If the Client is likely to be financially eligible this should be an organisation holding a 2018 Standard Civil Contract.

#### *Emergency Representation*

- 10.43 Exceptionally it may be appropriate for you to grant Emergency Representation to a Client who has contacted you under the Scheme. The fact that advocacy under the Scheme is available is not automatically a ground for refusing Emergency Representation where it would otherwise be justified but is a relevant consideration for the purposes of the Merits Regulations.
- 10.44 Any grant of Emergency Representation by you must be made in accordance with the Procedure Regulations and does not fall within the scope of this Contract.

#### *Reporting and Auditing*

- 10.45 You must make a record of the Service that you give to each Client (or why you refused to provide the Service).
- 10.46 In addition to the requirements to keep records under the Standard Terms, you must keep a central record (in such form as we may specify) of Clients seen under the Scheme.
- 10.47 Not used.
- 10.48 You must report to us such data (in such form as we may reasonably specify) about the Scheme at such intervals (not more often than monthly) as we may require.

## *Flexibility*

- 10.49 Your obligation is to provide the Scheme at the court listed in your Schedule. You must provide the Service at all sessions and therefore you must have the flexibility to cater for the fluctuations in demand for the Service and deliver the Service using the requested method for the court and the Client (i.e. in person or remotely).
- 10.50 If you are unable to provide the Service at a session you must inform your Contract Manager immediately.

## *Providing services at a court where the Scheme is not in place*

- 10.51 You are permitted to provide the services detailed in Paragraph 10.39 in the proceedings set out in Paragraph 10.38, but only when:
- (a) we have provided a written authorisation (in your main Schedule or otherwise) under this Paragraph to do so; and
  - (b) there is no current Scheme operating at that court.
- 10.52 Client eligibility for the Scheme under Paragraph 10.51 is equivalent to that defined in Paragraph 10.36 and unless otherwise stated the rules of the Scheme as set out at Paragraphs 10.18 to 10.50 are applicable. For the avoidance of doubt Clients who do not meet our usual eligibility criteria may only have services provided as detailed at Paragraph 10.38.
- 10.53 Where you provide services under Paragraph 10.51 you may claim only the fixed fee specified for the Scheme under the Remuneration Regulations. You may not claim any Legal Help Housing or Debt Standard Fee under your 2018 Standard Civil Contract (but Paragraph 10.24 will still apply). No payment will be made for sessions where you see no Clients and no management fee will be paid.
- 10.54 Work carried out under Paragraphs 10.51 to 10.53 above is to be treated as having been provided under the Housing Possession Court Duty Scheme.

## 2013 Standard Civil Contract

### Housing Possession Court Duty Scheme (HPCDS) - Exclusive Office Schedule

Contract Number

Housing Possession Court Duty Scheme:

Office Schedule Number<sup>1</sup>:

Schedule Amendment Notice Number:

<b>Name of Provider</b>	
<b>Address of Principal Office</b>	
<b>Address of the Office to which this Schedule Applies</b>	

#### TABLE 1 – START AND END DATES

Schedule Start Date		Schedule End Date	

#### TABLE 2 – COURT(S) and ALLOCATED VOLUME OF ACTS OF ASSISTANCE

Name of Court(s) to which this Schedule applies:	Allocated Volume of Acts of Assistance	10% buffer	Total acts of assistance

#### TABLE 3 – SCHEDULE PAYMENT LIMIT

Your Schedule Payment Limit is <sup>2</sup>	£0 (inclusive of VAT where applicable)
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#### TABLE 4 – DELEGATION OF THE SERVICE

You are authorised to delegate provision of the service to Agents for the purposes of delivering the scheme in the court(s) listed in Table 2. You must ensure that Advisors who act as your agents are appropriate advisors as defined in 10.33 of the Standard Civil Contract specification i.e. they undertake 12 hours a week specialist housing advice.

In using Agents you must follow the rules set out in 2.5 and 2.6 of the Civil Specification. As the delegation, will, of necessity be of the entire Matter because the Scheme covers one off advice at a session the conditions in 2.6 a) to f) must be satisfied. However, for work delivered under this schedule only, we will dis-apply clause 2.6 b) (“the Agent works solely or mainly for you.”).

<sup>1</sup> This office schedule is the account through which you must claim for services delivered through this HPCDS schedule. <sup>2</sup> The SPL is based on the total allocated acts of assistance. Your monthly payment will depend on the work you have undertaken in the previous month.



**TABLE 5 – DELEGATION OF THE SERVICE**

This Contract Schedule is dependent on your organisation continuing to hold a Legal Aid Agency Contract with authorisation to undertake mainstream Housing and Debt Services.

This Contract Schedule is conditional on your organisation delivering at all sessions listed for the Scheme(s) included in this Schedule on and after 01 October 2018.  
Your organisation must cover all sessions that the court lists and provide Housing Possession Court Duty Scheme Services to any Client with a listed possession hearing that requests it.

Your organisation must deliver the Housing Possession Court Duty Scheme service in accordance with the Service awarded and as committed to in any selection criteria responses given by your organisation at the time of tendering.

Signed for and on behalf of the Lord Chancellor (electronically or by hand) by:

Name of signatory: ... [Print Name]

Status of signatory: ... Chief Executive..... [Print Status]

*This schedule is valid only if it is signed by a person authorised by the Lord Chancellor.*