

Table of Amendments to the Standard Civil Contract 2018, 2018 Standard Civil Contract (Education and Discrimination) 2018 and the Standard Civil Contract (Housing Possession Court Duty Scheme) 2013

The tables below set out amendments that have been made to the Standard Civil Contract documents during 2020. The Legal Aid Agency has consulted with the Consultative Bodies about these amendments as required by the contract.

Changes made on 19 January 2021

These tables set out further amendments that have been made to the Payments on Accounts application process. Please note that the changes to POA that was previously made on 4 August 2020 has now been extended. These changes are now only be in effect from 4 August 2020 until 30 April 2021.

2018 Standard Civil Contract Specification (General Provisions 1-6). N.B. this change also applies to the 2018 Standard Civil Contract (Education and Discrimination) Specification (General Provisions 1-6)		
Paragraph Number	Current Provision	Amendment
6.21	<p>On any Licensed Work case, subject to Paragraph 6.23 and the Category Specific Rules, you may apply to us for a Payment on Account of your profit costs incurred under the Certificate provided that:</p> <p>(a) an application for a first Payment on Account may not be made earlier than 3 months after the issue of the Certificate;</p> <p>(b) you may make no more than four applications within any 12 month period;</p> <p>(c) subject to the provisions of paragraph 6.21(d), cumulative Payments on Account for profit costs under a Certificate must not exceed 75% of the amount of your incurred profit costs, calculated at the date of each application for the Payment on Account; and</p> <p>(d) where applications for Payments on Account for profit costs are made during the period 4 August 2020 to 31 January 2021 only, cumulative Payments on Account for profit costs may exceed 75% but must not exceed 80% of your incurred profit costs at the date of the application.</p>	<p>On any Licensed Work case, subject to Paragraph 6.23 and the Category Specific Rules, you may apply to us for a Payment on Account of your profit costs incurred under the Certificate provided that:</p> <p>(a) an application for a first Payment on Account may not be made earlier than 3 months after the issue of the Certificate;</p> <p>(b) you may make no more than four applications within any 12 month period;</p> <p>(c) subject to the provisions of paragraph 6.21(d), cumulative Payments on Account for profit costs under a Certificate must not exceed 75% of the amount of your incurred profit costs, calculated at the date of each application for the Payment on Account; and</p> <p>(d) where applications for Payments on Account for profit costs are made during the period 4 August 2020 to 30 April 2021 only, cumulative Payments on Account for profit costs may exceed 75% but must not exceed 80% of your incurred profit costs at the date of the application.</p>

2018 Standard Civil Contract Specification- Category Specific Rules: Family

Paragraph Number	Current Provision	Amendment
7.25	<p>Payments on Account may be claimed for Family Contract Work in accordance with Paragraphs 6.19 to 6.30, subject to the following rules:</p> <ul style="list-style-type: none"> a) subject to the provisions of paragraphs 7.25(ba) and 7.25(ca), applications for Payments on Account may not exceed 75% of the costs incurred by you calculated on an Hourly Rates basis; b) subject to the provisions of paragraphs 7.25(a), 7.25(ba) and 7.25(ca), where an application relates to work within the scope of a Standard Fee the application may not be for more than 75% of the Standard Fee unless, at the time the application for Payment on Account is made, you have already incurred sufficient costs to escape that fee (if permitted under the relevant scheme); (ba) in relation to applications for Payment on Account of profit costs during the period 4 August 2020 to 31 January 2021 only the maximum applicable percentage of cumulative Payments on Account in paragraphs 7.25(a) and (b) is 80% rather than 75%; 	<p>Payments on Account may be claimed for Family Contract Work in accordance with Paragraphs 6.19 to 6.30, subject to the following rules:</p> <ul style="list-style-type: none"> a) subject to the provisions of paragraphs 7.25(ba) and 7.25(ca), applications for Payments on Account may not exceed 75% of the costs incurred by you calculated on an Hourly Rates basis; b) subject to the provisions of paragraphs 7.25(a), 7.25(ba) and 7.25(ca), where an application relates to work within the scope of a Standard Fee the application may not be for more than 75% of the Standard Fee unless, at the time the application for Payment on Account is made, you have already incurred sufficient costs to escape that fee (if permitted under the relevant scheme); (ba) in relation to applications for Payment on Account of profit costs during the period 4 August 2020 to 30 April 2021 only the maximum applicable percentage of cumulative Payments on Account in paragraphs 7.25(a) and (b) is 80% rather than 75%; c) subject to the provisions of paragraph 7.25(ca), as there is no “escape” mechanism for payments under the Family Advocacy Scheme any Payment on Account to you for work within that Scheme may not exceed 75% of the relevant Standard Fees

	<p>c) subject to the provisions of paragraph 7.25(ca), as there is no “escape” mechanism for payments under the Family Advocacy Scheme any Payment on Account to you for work within that Scheme may not exceed 75% of the relevant Standard Fees and Bolt-on Fees due – see Paragraph 7.28 for the position of Counsel;</p> <p>(ca) during the period 4 August 2020 to 31 January 2021 only, applications for Payment on Account in relation to work set out at paragraph 7.25(c) may not exceed 100% of the relevant fee; and</p> <p>d) for the avoidance of the doubt Payments on Account of disbursements may continue to be claimed at 100%.</p>	<p>and Bolt-on Fees due – see Paragraph 7.28 for the position of Counsel;</p> <p>(ca) during the period 4 August 2020 to 30 April 2021 only, applications for Payment on Account in relation to work set out at paragraph 7.25(c) may not exceed 100% of the relevant fee; and</p> <p>d) for the avoidance of the doubt Payments on Account of disbursements may continue to be claimed at 100%.</p>
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Forthcoming changes to the contracts (Notice given on 1 December 2020)

The tables below set out amendments that will be made to the 2018 Standard Civil Contract, the 2018 Standard Civil Contract (Education and Discrimination), the Standard Civil Contract (Housing Possession Court Duty Scheme) 2013 to support the United Kingdom’s exit from the European Union on the 31 December 2020. These amendments will come into force on the 1 January 2021.

2018 Standard Civil Contract Standard Terms, 2018 Standard Civil Contract (Education and Discrimination) Standard Terms and the Standard Civil Contract (Housing Possession Court Duty Scheme) 2013 Standard Terms		
Paragraph Number	Current Provision	Amendment
Interpretations	“Data Controller” means, where Personal Data is being processed for Law Enforcement Purposes, as it is defined in the LED; and in all other circumstances, as it is defined in GDPR;	“Data Controller” means, where Personal Data is being processed for Law Enforcement Purposes, as it is defined in the LED; and in all other circumstances; as it is defined in the Data Protection Act 2018 and Relevant General Data Protection Regulations GDPR;

	<p><i>“Data Protection Legislation”</i> means the Data Protection Act 2018, the GDPR, the LED, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Privacy and Electronic Communications Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011 and all applicable laws, regulations, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) relating to the protection of individuals with regards to the processing of personal data and privacy to which a party is subject, and including where applicable the guidance and codes of practice issued by the UK’s Information Commissioner’s Office and any generally accepted code of good practice;</p>	<p><i>“Data Protection Legislation”</i> means the Data Protection Act 2018, Relevant General Data Protection Regulations, the GDPR, the LED, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Privacy and Electronic Communications Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011 and all applicable laws, regulations, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) relating to the protection of individuals with regards to the processing of personal data and privacy to which a party is subject, and including where applicable the guidance and codes of practice issued by the UK’s Information Commissioner’s Office and any generally accepted code of good practice;</p>
	<p><i>“Data Protection Impact Assessment”</i> means as specified in the GDPR;</p>	<p><i>“Data Protection Impact Assessment”</i> means as specified in the GDPRData Protection Act 2018 and Relevant General Data Protection Regulations.</p>
	<p><i>“Data Subject”</i> means as specified in the GDPR;</p>	<p><i>“Data Subject”</i> means as specified in the GDPR Data Protection Act 2018 and Relevant General Data Protection Regulations.</p>
	<p><i>“GDPR”</i> means the General Data Protection Regulation (Regulation (EU) 2016/679);</p>	<p><i>“GDPR”</i> means the Relevant General Data Protection Regulations (Regulation (EU) 2016/679)</p>
	<p><i>“Joint Controllers”</i> means as it is defined in the GDPR;</p>	<p><i>“Joint Controllers”</i> means as it is defined in the GDPR Data Protection Act 2018 and Relevant General Data Protection Regulations.</p>
	<p><i>“Personal Data”</i> means as it is defined in the GDPR;</p>	<p><i>“Personal Data”</i> means as it is defined in the Data Protection Act 2018 and Relevant General Data Protection Regulations GDPR</p>
	<p><i>“Personal Data Breach”</i> means as it is defined in the GDPR;</p>	<p><i>“Personal Data Breach”</i> means as it is defined in the Data Protection Act 2018 and Relevant General Data Protection Regulations GDPR</p>
	<p><i>“Processing”</i> means as it is defined in the GDPR and <i>“Processed”</i> and <i>“Process”</i> shall be construed accordingly;</p>	<p><i>“Processing”</i> means as it is defined in the Data Protection Act 2018 and Relevant General Data Protection Regulations GDPR and <i>“Processed”</i> and <i>“Process”</i> shall be construed accordingly</p>

	<p>“Processor” means, where Personal Data is being Processed for Law Enforcement Purposes, as it is defined in the LED; and in all other circumstances, as it is defined in the GDPR;</p>	<p>“Processor” means, where Personal Data is being Processed for Law Enforcement Purposes, as it is defined in the LED; and in all other circumstances, as it is defined in the Data Protection Act 2018 and Relevant General Data Protection Regulations GDPR;</p>
	<p>New Clause added in at 1.5</p>	<p>Unless the context otherwise requires, any reference to European Union law that is directly applicable or directly effective in the UK at any time is a reference to it as it applies in England and Wales from time to time including as retained, amended, extended, re-enacted or otherwise given effect on or after 11pm on 31 January 2020.</p>
<p>13.4 (Amending the Contract to take account of other legislative changes)</p>	<p>13.4 We may also make such amendments to the Contract as we consider necessary in the circumstances: (a) to comply with, or take account of, any U.K. legislation or any EU legislation having direct effect; (b) as a result of any decision of a U.K. court or tribunal, or a decision of the European Court of Human Rights or of the European Court of Justice or any other institution of the European Union; (c) to comply with the requirements of any regulatory body or tax or similar authority.</p>	<p>We may also make such amendments to the Contract as we consider necessary in the circumstances: (a) to comply with, or take account of, any U.K. legislation or any EU legislation having direct effect; (b) as a result of any decision of a U.K. court or tribunal, or a decision of the European Court of Human Rights or of the European Court of Justice or any other institution of the European Union; (c) to comply with the requirements of any regulatory body or tax or similar authority.</p>
<p>16.7 (Yours and our Data Protection Legislation obligations)</p>	<p>16.7 You will not transfer the LAA Data or Shared Data outside of the European Union unless you have obtained our express prior written approval and meet the following conditions: (a) you have provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the GDPR or Article 37 of the LED) as determined by LAA; (b) the Data Subject has enforceable rights and effective legal remedies; (c) you comply with your obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if you are not so bound, use your best endeavours to assist us in meeting our obligations); and (d) you comply with any reasonable instructions stipulated as a condition of giving our approval.</p>	<p>You will not transfer the LAA Data or Shared Data outside of the European Union unless you have obtained our express prior written approval and meet the following conditions: (a) you have provided appropriate safeguards in relation to the transfer (whether in accordance with the Data Protection Act 2018 and Relevant General Data Protection Regulations Article 46 of the GDPR or Article 37 of the LED) as determined by LAA; (b) the Data Subject has enforceable rights and effective legal remedies; (c) you comply with your obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if you are not so bound, use your best endeavours to assist us in meeting our obligations); and (d) you comply with any reasonable instructions stipulated as a condition of giving our approval.</p>

<p>16.15 (Yours and our Data Protection Legislation obligations)</p>	<p>16.15 Where you are Processing LAA Data, you will:</p> <p>(a) Process such LAA Data only in accordance with written instructions from us (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified by us to you during the Contract Period);</p> <p>(b) implement such technical and organisational measures as are required to enable you to Process such LAA Data in compliance with the Data Protection Legislation and to protect such LAA Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures will be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the LAA Data and having regard to the nature of the LAA Data which is to be protected and shall meet the requirements of the Data Protection Legislation (including the requirements of Article 32 (Security of Processing) of the GDPR).</p>	<p>Where you are Processing LAA Data, you will:</p> <p>(a) Process such LAA Data only in accordance with written instructions from us (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified by us to you during the Contract Period);</p> <p>(b) implement such technical and organisational measures as are required to enable you to Process such LAA Data in compliance with the Data Protection Legislation and to protect such LAA Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures will be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the LAA Data and having regard to the nature of the LAA Data which is to be protected and shall meet the requirements of the Data Protection Legislation (including the requirements of Article 32 (Security of Processing) of the GDPR)</p>
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<p>2018 Standard Civil Contract Specification (General Provisions 1-6) (August 2020). N.B. this change also apply to the Housing Possession Court Duty Scheme Contract and the 2018 Standard Civil Contract (Education and Discrimination) Specification (General Provisions 1-6)</p>		
<p>Paragraph Number</p>	<p>Current Provision</p>	<p>Amendment</p>
<p>2018 Civil Specification: 3.16 (Acceptance of Applications other than in person)</p>	<p>3.16 Applications may not be accepted in accordance with Paragraph 3.15 above where the Client is resident outside the European Union and:</p> <p>(a) such residence is purely temporary and the Client can without serious disadvantage delay the application until they have returned to the European Union, or</p> <p>(b) the services could be applied for on the same Matter by a person resident in the European Union, or</p>	<p>Applications may not be accepted in accordance with Paragraph 3.15 above where the Client is resident outside the U.K. European Union and:</p> <p>(a) such residence is purely temporary and the Client can without serious disadvantage delay the application until they have returned to the U.K. European Union, or</p> <p>(b) the services could be applied for on the same Matter by a person resident in the UK European Union, or</p> <p>(c) it is otherwise unreasonable to accept the application.</p>

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2018 Standard Civil Contract Specification: Category Specific Rules Mediation (May 2020)		
Paragraph Number	Current Provision	Amendment
Paragraph 3.10	<p>3.10 Applications may not be accepted in accordance with Paragraph 3.9 above where the Client is resident outside the European Union and:</p> <p>a) such residence is purely temporary and the Client can without serious disadvantage delay the application until they have returned to the European Union, or</p> <p>b) the services could be applied for on the same Matter by a person resident in the European Union, or</p> <p>c) it is otherwise unreasonable to accept the application.</p>	<p>Applications may not be accepted in accordance with Paragraph 3.9 above where the Client is resident outside the UK European Union and:</p> <p>a) such residence is purely temporary and the Client can without serious disadvantage delay the application until they have returned to the UK European Union, or</p> <p>b) the services could be applied for on the same Matter by a person resident in the UK European Union, or</p> <p>c) it is otherwise unreasonable to accept the application.</p>

Category Definitions 2018		
Paragraph Number	Current Provision	Amendment
11	<p>The following civil legal services fall into the Category of Law that relates to the underlying substance of the case as referenced by the widest Category Definition:</p> <p>(a) Public law challenges to the acts, omissions or decisions of public bodies by way of judicial review (as described in paragraph 19 of Part 1 of Schedule 1 to the Act). These cases are also covered by the Public Law Category</p>	<p>The following civil legal services fall into the Category of Law that relates to the underlying substance of the case as referenced by the widest Category Definition:</p> <p>(a) Public law challenges to the acts, omissions or decisions of public bodies by way of judicial review (as described in paragraph 19 of Part 1 of Schedule 1 to the Act). These cases are also covered by the Public Law Category</p>

	<p>(b) Civil legal services provided in relation to a writ of habeas corpus ad subjiciendum (as described in paragraph 20 of Part 1 of Schedule 1 to the Act). These cases are also covered by the Public Law Category</p> <p>(c) Cases involving a contravention of the Equality Act 2010 or previous discrimination enactment (as described in paragraph 43 of Part 1 of Schedule 1 to the Act). These cases are also covered by the Discrimination category</p> <p>(d) Cross-border disputes where the civil legal services are required to be provided under Council Directive 2003/8/EC (as described in paragraph 44 of Part 1 of Schedule 1 to the Act). If these services do not fall within any Category of Law they are classified as Miscellaneous Work.</p>	<p>(b) Civil legal services provided in relation to a writ of habeas corpus ad subjiciendum (as described in paragraph 20 of Part 1 of Schedule 1 to the Act). These cases are also covered by the Public Law Category</p> <p>(c) Cases involving a contravention of the Equality Act 2010 or previous discrimination enactment (as described in paragraph 43 of Part 1 of Schedule 1 to the Act). These cases are also covered by the Discrimination category</p> <p>(d) Cross-border disputes where the civil legal services are required to be provided under Council Directive 2003/8/EC (as described in paragraph 44 of Part 1 of Schedule 1 to the Act). If these services do not fall within any Category of Law they are classified as Miscellaneous Work.</p>
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Changes made on 29 September 2020

The tables below set out amendments that have been made to the 2018 Standard Civil Contract Specification: Category Specific Rules: Immigration and Asylum- August 2020.

2018 Standard Civil Contract Specification: Category Specific Rules: Immigration and Asylum- August 2020		
Paragraph Number	Current Provision	Amendment
8.1 (Definitions)	“Appeal Skeleton Argument” means the skeleton argument that is required to be filed under the Online Procedure for appeals to the First Tier Tribunal of the Immigration and Asylum Chamber;	“Appeal Skeleton Argument” means the skeleton argument that appellant is required directed to be filed under produce as a part of ‘Online Procedure’ for appeals to the First Tier Tribunal of the Immigration and Asylum Chamber;
	New Definition	“Online Procedure Advocacy Services” means advocacy in relation to Online Procedure cases;
	New Definition	“Online Procedure Hourly Rates” means the hourly rates set out in Table 8(ca) of the Civil Legal Aid (Remuneration) (Amendment) (No 2) (Coronavirus) Regulations 2020;

<p>Part D - Remuneration For Immigration and Asylum Controlled Work</p> <p>Standard Fee Scheme: 8.55</p>	<p>All Immigration and Asylum Controlled Work is remunerated according to either Standard Fees or Hourly Rates, which are set out in the Remuneration Regulations.</p>	<p>All Immigration and Asylum Controlled Work is remunerated according to either Standard Fees or Hourly Rates, which are set out in the Remuneration Regulations. For Matters lodged through the Online Procedure see Paragraph 8.60 below.</p>																														
<p>Part D - Remuneration For Immigration and Asylum Controlled Work</p> <p>Standard Fee Scheme: 8.56</p>	<table border="1"> <thead> <tr> <th>Standard Fee</th> <th>Asylum</th> <th>Immigration</th> </tr> </thead> <tbody> <tr> <td>Stage 1</td> <td>Legal Help</td> <td>Legal Help</td> </tr> <tr> <td>Stage 2 (a)</td> <td>CLR – no substantive hearing</td> <td>CLR – no substantive hearing</td> </tr> <tr> <td>Stage 2 (b)</td> <td>CLR – substantive hearing</td> <td>CLR – substantive hearing</td> </tr> <tr> <td>Stage 2 (c)</td> <td>CLR - using the Online Procedure</td> <td>CLR - using the Online Procedure</td> </tr> </tbody> </table>	Standard Fee	Asylum	Immigration	Stage 1	Legal Help	Legal Help	Stage 2 (a)	CLR – no substantive hearing	CLR – no substantive hearing	Stage 2 (b)	CLR – substantive hearing	CLR – substantive hearing	Stage 2 (c)	CLR - using the Online Procedure	CLR - using the Online Procedure	<table border="1"> <thead> <tr> <th>Standard Fee</th> <th>Asylum</th> <th>Immigration</th> </tr> </thead> <tbody> <tr> <td>Stage 1</td> <td>Legal Help</td> <td>Legal Help</td> </tr> <tr> <td>Stage 2 (a)</td> <td>CLR – no substantive hearing where the Online Procedure is not used</td> <td>CLR – no substantive hearing where the Online Procedure is not used</td> </tr> <tr> <td>Stage 2 (b)</td> <td>CLR – substantive hearing where the Online Procedure is not used</td> <td>CLR – substantive hearing where the Online Procedure is not used</td> </tr> <tr> <td>Stage 2 (c)</td> <td>CLR – using the Online Procedure See Paragraph 8.61 below</td> <td>CLR – using the Online Procedure See Paragraph 8.61 below</td> </tr> </tbody> </table>	Standard Fee	Asylum	Immigration	Stage 1	Legal Help	Legal Help	Stage 2 (a)	CLR – no substantive hearing where the Online Procedure is not used	CLR – no substantive hearing where the Online Procedure is not used	Stage 2 (b)	CLR – substantive hearing where the Online Procedure is not used	CLR – substantive hearing where the Online Procedure is not used	Stage 2 (c)	CLR – using the Online Procedure See Paragraph 8.61 below	CLR – using the Online Procedure See Paragraph 8.61 below
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<p>Part D - Remuneration For Immigration and Asylum Controlled Work</p>	<p>CLR is split into three sub-stages. The Standard Fee(s) claimable will depend on whether the Online Procedure is used and on where the Matter concludes.</p>	<p>CLR Standard Fees for matters that are not using the Online Procedure are split into two sub-stages. The Standard Fee(s) claimable for such Matters will depend on where the Matter concludes. For Matters that use the Online Procedure, refer to Paragraphs 8.60 to 8.65 below.</p>																														

Standard Fee Scheme: 8.57								
Title prior to Paragraph 8.60	Matters that do use the Online Procedure	Matters that do use the Online Procedure						
Paragraph 8.60	New clause	<p>Where a Matter is lodged through the Online Procedure, claims can be made as follows:</p> <p>(a) for CLR Matters granted prior to 7th October 2020 ("Pre Online Procedure") you may claim, at your discretion, either Standard Fee Stage 2(c) (subject to the conditions set out in Paragraph 8.61 below) and the fee for attendance at the hearing set out in paragraph 8.73 or the Online Procedure Hourly Rates and the Online Procedure Advocacy Services set out in paragraph 8.87; and</p> <p>(b) for CLR Matters granted on or after 7th October 2020 ("Post Online Procedure") you may claim only Online Procedure Hourly Rates and the Online Procedure Advocacy Services set out in paragraph 8.87.</p>						
8.61	New clause	<p>Pre Online Procedure</p> <table border="1"> <thead> <tr> <th>Standard Fee</th> <th>Asylum</th> <th>Immigration</th> </tr> </thead> <tbody> <tr> <td>Stage 2(c)</td> <td>CLR – Where CLR was granted prior to 7 October 2020 for a Matter where the Online Procedure is used</td> <td>CLR - Where CLR was granted prior to 7 October 2020 for a Matter where the Online Procedure is used</td> </tr> </tbody> </table>	Standard Fee	Asylum	Immigration	Stage 2(c)	CLR – Where CLR was granted prior to 7 October 2020 for a Matter where the Online Procedure is used	CLR - Where CLR was granted prior to 7 October 2020 for a Matter where the Online Procedure is used
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Stage 2(c)	CLR – Where CLR was granted prior to 7 October 2020 for a Matter where the Online Procedure is used	CLR - Where CLR was granted prior to 7 October 2020 for a Matter where the Online Procedure is used						

<p>Previously 8.60</p>	<p>If you claim payment for Stage 2(c) then you may not claim payment for Stage 2(a) or Stage 2(b) in relation to the same Matter.</p>	<p>Now clause 8.62</p> <p>If you choose to claim payment for Stage 2(c) (instead of Online Procedure Hourly Rates) then you may not claim payment for Stage 2(a) or Stage 2(b) in relation to the same Matter.</p>
<p>Previously 8.61</p>	<p>You may only claim a Stage 2(c) Standard Fee where you have drafted and submitted an Appeal Skeleton Argument under the Online Procedure. A Stage 2(c) Standard Fee cannot be claimed where:</p> <p>(a) Where a matter concludes prior to the submission of an Appeal Skeleton Argument. You should claim the Stage 2(a) Standard Fee.</p> <p>(b) You commence a matter after an Appeal Skeleton Argument has been drafted and submitted, but where you represent a client at a substantive hearing before the First Tier Tribunal. You should claim the Stage 2(b) Standard Fee plus any hearing fee.</p>	<p>Now clause 8.63</p> <p>You may only claim a Stage 2(c) Standard Fee where CLR was granted prior to 7th October 2020. If you have drafted and submitted an Appeal Skeleton Argument under the claim payment for Online Procedure A Stage 2(c) Standard Fee cannot be claimed where:</p> <p>(a) — Where a matter concludes prior to the submission of an Appeal Skeleton Argument. You should claim the Stage 2(a) Standard Fee.</p> <p>(b) — You commence a matter after an Appeal Skeleton Argument has been drafted and submitted, but where Hourly Rates then you represent a client at a substantive hearing before the First Tier Tribunal. You should may not claim the payment for Stage 2(b) Standard Fee plus any hearing fee. c) Standard Fees in relation to the same Matter. The provisions in relation to Hourly Rates will apply to Matters which claim the Online Procedure Hourly Rates.</p>
<p>Previously 8.62</p>	<p>If the matter proceeds to a hearing then the fee for attendance at the hearing is claimable as an additional payment as set out at Paragraph 8.71 below.</p>	<p>Now Clause 8.64</p> <p>The provisions in relation to Hourly Rates will apply where CLR was granted on or after 7th October 2020 for Matters using the Post Online Procedure. If the</p>

		<p>⚠️Matter proceeds to a hearing, then the fee for attendance at the hearing is claimable as an additional payment as set out at Paragraph 8.7187 below.</p>
<p>Previously 8.63 & 8.64</p>	<p>8.63 For all Matters you must submit a Controlled Work Claim (including additional payments if incurred) within 6 months of the end of each of the following stages of the case citing the correct UKVI unique Client number:</p> <p>(a) Legal Help - at the end of Stage 1 (as described at Paragraph 8.66 below) or where the Matter otherwise ends earlier; or (b) CLR - at the end of Stage 2 (as described at Paragraph 8.70 below).</p>	<p>Now clause 8.65</p> <p>For all Matters you must submit a Controlled Work Claim (including additional payments if incurred) within 6 months of the end of each of the following stages of the case citing the correct UKVI unique Client number:</p> <p>(a) Legal Help - at the end of Stage 1 (as described at Paragraph 8.6668 below) or where the Matter otherwise ends earlier; or (b) CLR - at the end of Stage 2 (as described at Paragraph 8.7072 below). (c) Where an asylum application has been lodged, you may submit the claim when the client has been interviewed (where required) and all submissions have been made to the Home Office.</p>
<p>Previously 8.64</p>	<p>Where incurred you should also Claim any relevant additional payments including disbursements.</p>	<p>Now clause 8.66</p>
<p>Previously 8.67</p>	<p>Where a determination is made that an individual qualifies for CLR but the Matter concludes prior to the substantive hearing the Standard Fee covers, but is not limited to, the following Contract Work:</p> <p>(a) drafting and lodging an appeal; (b) preparation of an appeal;</p>	<p>Now clause 8.69</p> <p>Where a determination is made that an individual qualifies for CLR and the Matter concludes prior to the substantive hearing the Standard Fee covers, but is not limited to, the following Contract Work:</p> <p>(a) drafting and lodging an appeal; (b) preparation of an appeal;</p>

	<ul style="list-style-type: none"> (c) re-application of the merits criteria in accordance with the Merits Regulations; (d) where a determination in relation to CLR is withdrawn, if necessary, the completion of an application for a review of the withdrawal of a determination in relation to Controlled Legal Representation; and (e) any post appeal advice and assistance that does not constitute a separate Matter Start. 	<ul style="list-style-type: none"> (c) re-application of the merits criteria in accordance with the Merits Regulations; (d) where a determination in relation to CLR is withdrawn, if necessary, the completion of an application for a review of the withdrawal of a determination in relation to Controlled Legal Representation; and (e) any post appeal advice and assistance that does not constitute a separate Matter Start.
<p>Previously 8.69</p>	<p>Where a determination is made that an individual qualifies for CLR and the Matter is lodged through the Online Procedure and the Appeal Skeleton Argument is submitted, the Standard Fee covers but is not limited to, the following Contract Work:</p> <ul style="list-style-type: none"> (a) drafting and lodging an appeal, including drafting and submitting an Appeal Skeleton Argument; (b) preparation of an appeal including the appeal bundle; (c) consideration of determination and advice to the Client about the determination and carrying out any necessary work; (d) re-applying the merits criteria as set out in the Merits Regulations for an appeal to the Upper Tribunal; (e) where the appeal to the First Tier Tribunal is dismissed and an appeal to the Upper Tribunal is not being pursued, explaining the consequences of the decision and carrying out any necessary work; 	<p>Now clause 8.71</p> <p>Where a determination is made that an individual qualifies for CLR and the Matter is lodged opened through the Pre Online Procedure prior to 7th October 2020 and the Appeal Skeleton Argument is submitted you choose to claim Stage 2(c) Standard Fee instead of Online Procedure Hourly Rates, the Standard Fee covers but is not limited to, the following Contract Work:</p> <ul style="list-style-type: none"> (a) drafting and lodging an appeal, including drafting and submitting an Appeal Skeleton Argument; (b) preparation of an appeal including the appeal bundle; (c) consideration of determination and advice to the Client about the determination and carrying out any necessary work; (d) re-applying the merits criteria as set out in the Merits Regulations for an appeal to the Upper Tribunal;

	<p>(f) where the appeal is allowed, explaining the consequences of the decision including rights and entitlements; and</p> <p>(g) any post appeal advice and assistance that does not constitute a separate Matter Start.</p>	<p>(e) where the appeal to the First Tier Tribunal is dismissed and an appeal to the Upper Tribunal is not being pursued, explaining the consequences of the decision and carrying out any necessary work;</p> <p>(f) where the appeal is allowed, explaining the consequences of the decision including rights and entitlements; and</p> <p>(g) any post appeal advice and assistance that does not constitute a separate Matter Start.</p>
<p>Previously 8.71</p>	<p>Where applicable, Graduated Fees for advocacy services set out in the Remuneration Regulations are payable at the end of Stage 2 (as described in Paragraph 8.64), in addition to the appropriate Standard Fee, for each relevant attendance. When claiming for advocacy work the following rules apply:</p> <p>(a) advocacy fees are payable whether the relevant advocacy services are carried out by you or Counsel and whether remotely or in person;</p> <p>(b) only one advocacy fee for a substantive hearing in the First Tier Tribunal may be claimed per Matter; if such a hearing goes into a second day, either part heard or re-listed, an additional day's substantive hearing fee may be claimed for the second and each subsequent day; and</p> <p>(c) advocacy fees are inclusive of time for travel and waiting.</p>	<p>Now clause 8.73</p> <p>Where applicable, GraduatedStandard Fees for advocacy services set out in the Remuneration Regulations are payable at the end of Stage 2 (as described in Paragraph 8.6472), in addition to the appropriate Standard Fee, for each relevant attendance. When claiming for advocacy work the following rules apply:</p> <p>(a) advocacy fees are payable whether the relevant advocacy services are carried out by you or Counsel and whether remotely or in person;</p> <p>(b) only one advocacy fee for a substantive hearing in the First Tier Tribunal may be claimed per Matter; if such a hearing goes into a second day, either part heard or re-listed, an additional day's substantive hearing fee may be claimed for the second and each subsequent day; and</p> <p>(c) advocacy fees are inclusive of time for travel and waiting.</p>

<p>8.80</p>	<p>New clause</p>	<p>Where a Standard Fee is only payable in relation to Stage 1 of a Matter then the Matter will be treated as an Escape Fee Case where, following the conclusion of Stage 1 of the Matter, the value of the Controlled Work, when calculated as if it were paid at the appropriate Hourly Rate, exceeds three times the value under Standard Fee Scheme.</p>
<p>Previously clause 8.78</p>	<p>In order to calculate whether a Matter becomes an Escape Fee Case, the following steps must be applied:</p> <p>(a) identify the total hours spent on the Matter up to the end of Stage 2 or when the Matter concludes (whichever is earlier), including any advocacy services but excluding services which are outside the Standard Fee and are always payable at Hourly Rates (as specified under paragraph 8.76);</p> <p>(b) calculate the total costs for the hours spent on such services using the Hourly Rates set out in the Remuneration Regulations to determine the 'gross total' (Total A);</p> <p>(c) from Total A deduct all the claims for additional payments (as set out in Remuneration Regulations) paid or payable, to determine the 'reduced total' (Total B);</p> <p>(d) identify the Standard Fees claimable for the Matter (note only one Standard Fee is payable at each Stage). Add these Standard Fees together and multiply that total by 3 to determine the 'Escape Threshold' (Total C); and</p> <p>(e) if Total B exceeds Total C then the Matter has escaped the Standard Fee Scheme and is therefore an Escape Fee Case payable at Hourly Rates.</p>	<p>Now clause 8.81</p> <p>In order to calculate whether a Matter becomes an Escape Fee Case, the following steps must be applied:</p> <p>(a) identify the total hours spent on the Matter up to the end of Stage 2the last stage remunerated under the Standard Fee Scheme or when the Matter concludes (whichever is earlier), including any advocacy services but excluding services which are outside the Standard Fee and are always payable at Hourly Rates (as specified under paragraph 8.7684);</p> <p>(b) calculate the total costs for the hours spent on such services using the Hourly Rates set out in the Remuneration Regulations to determine the 'gross total' (Total A);</p> <p>(c) from Total A deduct all the claims for additional payments (as set out in Remuneration Regulations) paid or payable, to determine the 'reduced total' (Total B);</p> <p>(d) identify the Standard Fees claimable for the Matter (note only one Standard Fee is payable at each Stage). Add these Standard Fees together and multiply that total by 3 to determine the 'Escape Threshold' (Total C); and</p>

		(e) if Total B exceeds Total C then the Matter has escaped the Standard Fee Scheme and is therefore an Escape Fee Case payable at Hourly Rates.
Previously 8.81	<p>Immigration and Asylum Controlled Work contained in the following list is remunerated through Hourly Rates:</p> <p>(a) Asylum Matters opened under this Contract which relate to an Asylum application (including 'NAM' or 'Legacy'), made to the UKBA prior to the 1 October 2007;</p> <p>(b) a fresh claim/further application for Asylum opened under this Contract where the original Asylum application was lodged, whether concluded or not, prior to 1 October 2007;</p> <p>(c) advice in relation to the merits of lodging an application for permission to appeal to the Upper Tribunal (where advice has not been received under Stage 2 of the Standard Fee);</p> <p>(d) Bail applications;</p> <p>(e) advice and applying for a determination that a Client qualifies for civil legal services provided as Licensed Work, including complying with any pre-action protocol;</p> <p>(f) initial advice in relation to an Asylum application prior to claiming Asylum at the Asylum Screening Unit where you then cease to be instructed. This will also apply where the Client returns after attendance at the Asylum Screening Unit but where it is confirmed that the Client will be dispersed and will not continue to instruct you;</p> <p>(g) Escape Fee Cases under the Standard Fee;</p> <p>(h) advice in relation to a Client who is an UASC;</p>	<p>Now clause 8.84</p> <p>Immigration and Asylum Controlled Work contained in the following list is remunerated through Hourly Rates:</p> <p>(a) Asylum Matters opened under this Contract which relate to an Asylum application (including 'NAM' or 'Legacy'), made to the UKBA prior to the 1 October 2007;</p> <p>(b) a fresh claim/further application for Asylum opened under this Contract where the original Asylum application was lodged, whether concluded or not, prior to 1 October 2007;</p> <p>(c) advice in relation to the merits of lodging an application for permission to appeal to the Upper Tribunal (where advice has not been received under Stage 2 of the Standard Fee);</p> <p>(d) Bail applications;</p> <p>(e) advice and applying for a determination that a Client qualifies for civil legal services provided as Licensed Work, including complying with any pre-action protocol;</p> <p>(f) initial advice in relation to an Asylum application prior to claiming Asylum at the Asylum Screening Unit where you then cease to be instructed. This will also apply where the Client returns after attendance at the</p>

	<p>(i) cases remitted, reviewed or referred from the Court of Appeal or the Upper Tribunal to the First Tier Tribunal;</p> <p>(j) where you hold a Schedule authorisation any Matters opened under the Detained Duty Advice Scheme or for a Detained Fast Track or a DAC Scheme Client;</p> <p>(k) advice in relation to Terrorism Prevention and Investigation Measures Orders;</p> <p>(l) applying for a determination that an individual qualifies for civil legal services provided as Licensed Work in relation to Terrorism Prevention and Investigation Measures Orders;</p> <p>(m) applying for a determination that an individual qualifies for civil legal services provided as Licensed Work in relation to the Special Immigration Appeals Commission; and</p> <p>(n) immigration advice in relation to a Client who is a Separated Child,</p>	<p>Asylum Screening Unit but where it is confirmed that the Client will be dispersed and will not continue to instruct you;</p> <p>(g) Escape Fee Cases under the Standard Fee;</p> <p>(h) advice in relation to a Client who is an UASC;</p> <p>(i) cases remitted, reviewed or referred from the Court of Appeal or the Upper Tribunal to the First Tier Tribunal;</p> <p>(j) where you hold a Schedule authorisation any Matters opened under the Detained Duty Advice Scheme or for a Detained Fast Track or a DAC Scheme Client;</p> <p>(k) advice in relation to Terrorism Prevention and Investigation Measures Orders;</p> <p>(l) applying for a determination that an individual qualifies for civil legal services provided as Licensed Work in relation to Terrorism Prevention and Investigation Measures Orders;</p> <p>(m) applying for a determination that an individual qualifies for civil legal services provided as Licensed Work in relation to the Special Immigration Appeals Commission; and</p> <p>(n) immigration advice in relation to a Client who is a Separated Child; and</p> <p>(o) CLR (excluding Online Procedure Advocacy Services) where the matter has progressed using:</p> <p>(i) the Pre Online Procedure where you have chosen to claim Online Procedure Hourly Rates rather than the Stage 2(c) Standard Fee; or</p>
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		(ii) the Post Online Procedure Hourly Rates.
8.87	New clause	<p>Additional payments for Online Procedure Advocacy Services</p> <p>8.87 Where applicable, Standard Fees for advocacy services set out in the Remuneration Regulations are payable at the end of CLR as set out in Paragraph 8.84 (o), for each relevant attendance. When claiming for advocacy work the following rules apply:</p> <ul style="list-style-type: none"> (a) advocacy fees are payable whether the relevant advocacy services are carried out by you or Counsel and whether remotely or in person; (b) only one advocacy fee for a substantive hearing in the First Tier Tribunal may be claimed per Matter; if such a hearing goes into a second day, either part heard or re-listed, an additional day's substantive hearing fee may be claimed for the second and each subsequent day; and (c.) advocacy fees are inclusive of time for travel and waiting.
Previously 8.90	<p>Unless we notify you otherwise in writing, the following CLR Cost Limits are the maximum amount of costs (including disbursements) that we will pay for at the CLR stage of a Matter (excluding VAT) other than for Contract Work undertaken in connection with an appeal to the First Tier Tribunal:</p> <ul style="list-style-type: none"> (a) £500 in relation to Bail only Matters; (b) £1200 in Immigration Matters; and (c) £1600 in Asylum Matters. 	<p>Now clause 8.94</p> <p>Unless we notify you otherwise in writing, the following CLR Cost Limits are the maximum amount of costs (including disbursements) that we will pay for at the CLR stage of a Matter (excluding VAT) other than for Contract Work undertaken in connection with an appeal to the First Tier Tribunal:</p> <ul style="list-style-type: none"> (a) £500 in relation to Bail only Matters; (b) £1200 in Immigration Matters; and (c) £1600 in Asylum Matters.

		<p>(a) In relation to work done under Paragraph 8.84(o) the Cost Limits will not include Online Procedure Advocacy Services.</p>
<p>Previously 8.98</p>	<p>When claiming on the basis of Hourly Rates, you must submit a Controlled Work Claim within six months of the end of each of the following stages of the case citing the correct UKVI/Home Office unique Client number:</p> <p>(a) Legal Help:</p> <p>(i) the date that a determination is made that an individual qualifies or does not qualify for CLR;</p> <p>(ii) following the submission of a fresh claim/further application for asylum; or</p> <p>(iii) when you have completed the work under Legal Help, if earlier.</p> <p>(You should ensure that any advice/assistance in relation to an appeal to an Independent Funding Adjudicator against a determination that the Client does not qualify for CLR is provided as part of this Claim.)</p> <p>(b) CLR:</p> <p>(i) the date that you apply for the permission to appeal to the Upper Tribunal; or</p> <p>(ii) when you have completed the work under CLR, if earlier.</p>	<p>Now clause 8.102</p> <p>When claiming on the basis of Hourly Rates, you must submit a Controlled Work Claim within six months of the end of each of the following stages of the case citing the correct UKVI/Home Office unique Client number:</p> <p>(a) Legal Help:</p> <p>(i) the date that a determination is made that an individual qualifies or does not qualify for CLR;</p> <p>(ii) following the submission of a fresh claim/further application for asylum; or</p> <p>(iii) when you have completed the work under Legal Help, if earlier; or</p> <p>(iv) where an asylum claim has been lodged, you may submit a Claim after the client has been interviewed (where required) and all submissions have been made to the Home Office. If additional work is subsequently required, you may need to submit a claim amendment.</p> <p>(You should ensure that any advice/assistance in relation to an appeal to an Independent Funding Adjudicator against a determination that the Client does not qualify for CLR is provided as part of this Claim).</p> <p>(b) CLR:</p> <p>(i) the date that you apply for the permission to appeal to the Upper Tribunal;</p>

		<p>(ii) in matters in which the appeal before the Upper Tribunal is funded under Controlled Work, a decision has been received confirming that the appeal is to be remitted to the First Tier Tribunal; or</p> <p>(iii) when you have completed the work under CLR, if earlier.</p>
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Changes made on 21 September 2020

The tables below set out amendments that have been made to accommodate the stay on possession hearings in court coming to an end on the 21st September 2020.

Annex A HPCDS 2013 Standard Civil Contract Specification Category Specific Rules		
Paragraph Number	Current Provision	Amendment
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	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

	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.	made other than for disbursements incurred in representing a Client at a remote hearing
10.47	Although the Service is available to any person (regardless of means) whose home is at immediate risk because of possession proceedings, we need to know how many Clients would be financially eligible for the Scheme if there were a means test. Therefore, you must ensure that, for each Client, our means assessment questionnaire is completed.	Although †The Service is available to any person (regardless of means) whose home is at immediate risk because of possession proceedings. No form of means assessment reporting is therefore required.; we need to know how many Clients would be financially eligible for the Scheme if there were a means test. Therefore, you must ensure that, for each Client, our means assessment questionnaire is completed.

Changes made on 13 August 2020

The tables below set out amendments that have been made to accommodate the stay on possession hearings in court coming to an end on the 23rd August 2020.

Annex A HPCDS 2013 Standard Civil Contract Specification Category Specific Rules		
Paragraph Number	Current Provision	Amendment
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;	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;

	<p>(b) “the Scheme” means the Housing Possession Court Duty Scheme operating under this Contract; and</p> <p>(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.</p>	<p>(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; and</p> <p>(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</p> <p>(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.</p>
10.18 (the Service)	The Housing Possession Court Duty Scheme is Controlled Work. The payment provisions for all work under the Scheme are specified in the Remuneration Regulations.	The Service involves the provision at a court 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.
10.20 (Payment)	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, you have performed no work for Clients we will pay you on the basis that you have seen one Client during the session and you are entitled to payment on that basis.	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; you have performed no work for Clients we will pay you on the basis that you have seen advised one Client during the session and you are entitled to payment on that basis.
10.21 (Payment)	For the purpose of the Scheme, “session” means either a morning or afternoon period when the court is in session. Consequently, a court can list a maximum of two sessions per day. However, there must be a clear break between sessions listed on the same day for two payments to be claimed. Where the court lists a full day session, you will only be entitled to Claim one payment for this full day session.	For the purpose of the Scheme, “session” means either a morning or afternoon a period when the court is in session. Consequently, a The court will determine the number of sessions per day and can list a maximum of two sessions per day. However; as long as there must be is a clear break between sessions listed on the same day for two payments can be claimed for each session. Where the court lists a full day session, you will only be entitled to Claim one payment for this full day session.
10.22 (Payment)	The rate referred to in the Remuneration Regulations is payable per Client and covers all work for a Client under the Scheme so that no additional payments will be made. There are no additional payments for travel or waiting.	The rate referred to in the Remuneration Regulations is payable per Client and covers all work for a Client under the Scheme so 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 listed hearing. You do not need to have represented the client at both the review and the substantive hearings in

		order to be paid. for both hearings i.e. If you only represent the client at the review hearing then you will be only paid for that hearing. If you represent the client at the review hearing and the substantive hearing you will be paid for each hearing. That no additional payments will be made. There are no additional payments for travel or waiting. No additional payments will be made other than for disbursements incurred in advising or representing a Client at a remote hearing.
10.24 (Matter Start Rules)	If you provide the Service at court and, within six months of doing so, 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 court. 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.	If you provide the Service at the session and, within three six months of doing so, 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 court . 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 if a separate Legal Help matter is subsequently opened.
10.25 (Matter Start Rules)	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 at court. 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.	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. at court. 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.
10.27 (Volumes of Work)	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	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

	under your 2018 Standard Civil Contract for services not covered by the Scheme.	to you under your 2018 Standard Civil Contract for services not covered by the Scheme.
10.32 (Management)	You must ensure that you have appropriate adviser(s) present on each day at the court when the Service is required.	You must ensure that you have appropriate adviser(s) available for each on the day session held by the court. present on each day at the court when the Service is required.
10.36 (Who Can Use The Scheme?)	The Scheme is available to any person (regardless of means) whose home is at immediate risk because of possession proceedings. You must provide the Service to any such person (the Client) who requires it during one of the specified court sessions. 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.	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 (Who Can Use The Scheme?)	You must provide the Service to all Clients who request to see an adviser under the Scheme.	You must provide the Service to all Clients who request advice to see a provider under the Scheme.
10.38 (Scope of the Scheme)	The Scheme covers the following types of proceedings at 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	The Scheme covers the following types of proceedings held by at 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.

	(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 (Scope of the Scheme)	<p>For Clients within the scope of the Scheme (see Paragraphs 10.36 to 10.37) you must provide the following services:</p> <p>(a) face-to-face advice to the Client on the day, prior to the hearing;</p> <p>(b) advocacy for the relevant proceedings on the day of the hearing;</p> <p>(c) face-to-face advice to the Client on the day, post the hearing, explaining the outcome and the options available to the Client;</p> <p>(d) on the day of the hearing, assisting Clients to liaise with third parties;</p> <p>(e) 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;</p> <p>(f) send a letter to each Client setting out your advice.</p>	<p>For Clients within the scope of the Scheme (see Paragraphs 10.36 to 10.37) you must provide the following services:</p> <p>(a) face-to-face advice (whether in person or remotely) to the Client on the day, prior of the listed hearing;</p> <p>(b) advocacy for the relevant proceedings on the day of the listed hearing (whether in person or remotely);</p> <p>(c) face-to-face 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;</p> <p>(d) on the day of the listed hearing, assisting Clients to liaise with third parties;</p> <p>(e) 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;</p> <p>(f) send a letter to each Client setting out your advice.</p>
10.41 (Clients requesting advice outside the terms of the Scheme)	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 whether it is more appropriate to refer the Client to a Provider located nearer the Client.	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 advise the Client or whether it is more appropriate to refer the Client to a Provider located nearer the Client.
10.49 (Flexibility)	Your obligation is to provide the Scheme at the court listed in your Schedule. You must provide the Service at all sessions the court runs and therefore you must have the flexibility to cater for the fluctuations in demand for the Service.	Your obligation is to provide the Scheme at the court listed in your Schedule. You must provide the Service at all sessions the court runs and therefore you must have the flexibility to cater for the fluctuations in demand for the Service

		and deliver the Service using the required method for the court and the Client (i.e. in person or remotely).
10.50 (Flexibility)	If you are unable to provide the Service at a court session you must inform your Contract Manager immediately.	If you are unable to provide the Service at a court session you must inform your Contract Manager immediately.

Annex B HPCDS 2013 Standard Civil Contract Specification Category Specific Rules		
Paragraph Number	Current Provision	Amendment
Table 4 Delegation of the Service	<p>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.</p> <p>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 Court 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.”).</p>	<p>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.</p> <p>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 court 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.”).</p>
Table 5 Delegation of the Service	<p>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.</p> <p>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.</p> <p>Your organisation must cover all sessions that the court lists and provide Housing Possession Court Duty Scheme Services to any Client at court with a Housing problem that requests to see an adviser.</p> <p>Your organisation must deliver the Housing Possession Court Duty Scheme service in accordance with the Service awarded and as</p>	<p>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.</p> <p>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.</p> <p>Your organisation must cover all sessions that the court lists and provide Housing Possession Court Duty Scheme Services to any Client at court with a listed possession hearing Housing problem that requests it requests to see an adviser.</p>

	<p>committed to in any selection criteria responses given by your organisation at the time of tendering.</p> <p>Signed for and on behalf of the Lord Chancellor (electronically or by hand) by: Name of signatory: ... Shaun McNally..... [Print Name] Status of signatory: ... Chief Executive..... [Print Status] <i>This schedule is valid only if it is signed by a person authorised by the Lord Chancellor.</i></p>	<p>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.</p> <p>Signed for and on behalf of the Lord Chancellor (electronically or by hand) by: Name of signatory: ... Shaun McNally [Print Name] Status of signatory: ... Chief Executive..... [Print Status] <i>This schedule is valid only if it is signed by a person authorised by the Lord Chancellor.</i></p>
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Changes made on 7 August 2020

These tables set out amendments that have been made to disbursements for Controlled Work.

2018 Standard Civil Contract Specification: Category Specific Rules: Immigration and Asylum		
Paragraph Number	Current Provision	Amendment
8.100	<p>You may submit a Claim to us in respect of unpaid Controlled Work disbursements (not including Counsel’s fees). You may only apply under Paragraph 8.95 if at least 6 months have elapsed since the start of the Matter and, if you have become entitled to make a Controlled Work Claim (as defined at Paragraphs 8.59 and 8.93 for Standard Fee and Hourly Rates Matters respectively) or have previously applied for payment under this Paragraph 8.95, at least 6 months have elapsed since that entitlement arose or the application was made.</p>	<p>You may submit a Claim to us in respect of unpaid Controlled Work disbursements (not including Counsel’s fees). You may only apply under Paragraph 8.95 if at least 6 3 months have elapsed since the start of the Matter and, if you have become entitled to make a Controlled Work Claim (as defined at Paragraphs 8.59 and 8.93 for Standard Fee and Hourly Rates Matters respectively) or have previously applied for payment under this Paragraph 8.95, at least 6 months have elapsed since that entitlement arose or the application was made.</p>

2018 Standard Civil Contract Specification: Category Specific Rules: Mental Health

Paragraph Number	Current Provision	Amendment
9.68	Disbursements, such as travel expenses, are not covered by the Mental Health Fees and are paid in accordance with the relevant provision in Section 4 of this Specification. In addition you may submit a claim to us for an interim payment in respect of unpaid Controlled Work disbursements (not including Counsel's fees). You may only apply under this Paragraph if at least six months have elapsed since the start of the Matter and, if you have previously applied for payment under this Paragraph, at least six months have elapsed since that application was made.	Disbursements, such as travel expenses, are not covered by the Mental Health Fees and are paid in accordance with the relevant provision in Section 4 of this Specification. In addition you may submit a claim to us for an interim payment in respect of unpaid Controlled Work disbursements (not including Counsel's fees). You may only apply under this Paragraph if at least six three months have elapsed since the start of the Matter and, if you have previously applied for payment under this Paragraph, at least six months have elapsed since that application was made.

Changes made on 4 August 2020

These tables set out further amendments that have been made to the Payments on Accounts application process. Please note that at present these amendments will only be in effect from 4 August 2020 until 31 January 2021.

2018 Standard Civil Contract Specification (General Provisions 1-6). N.B. this change also applies to the 2018 Standard Civil Contract (Education and Discrimination) Specification (General Provisions 1-6)		
Paragraph Number	Current Provision	Amendment
6.21	On any Licensed Work case, subject to Paragraph 6.23 and the Category Specific Rules, you may apply to us for a Payment on Account of your profit costs incurred under the Certificate provided that: (b) an application for a first Payment on Account may not be made earlier than 3 months after the issue of the Certificate; (b) you may make no more than four applications within any 12 month period;	On any Licensed Work case, subject to Paragraph 6.23 and the Category Specific Rules, you may apply to us for a Payment on Account of your profit costs incurred under the Certificate provided that: (a) an application for a first Payment on Account may not be made earlier than 3 months after the issue of the Certificate; (b) you may make no more than four applications within any 12 month period; (c) subject to the provisions of paragraph 6.21(d) , cumulative Payments on Account for profit costs under a Certificate must not exceed 75% of the amount

	<p>(c) cumulative Payments on Account for profit costs under a Certificate must not exceed 75% of the amount of your incurred profit costs, calculated at the date of each application for the Payment on Account; and</p>	<p>of your incurred profit costs, calculated at the date of each application for the Payment on Account; and</p> <p>(d) where applications for Payments on Account for profit costs are made during the period 4 August 2020 to 31 January 2021 only, cumulative Payments on Account for profit costs may exceed 75% but must not exceed 80% of your incurred profit costs at the date of the application.</p>
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2018 Standard Civil Contract Specification- Category Specific Rules: Family		
Paragraph Number	Current Provision	Amendment
7.25	<p>Payments on Account may be claimed for Family Contract Work in accordance with Paragraphs 6.19 to 6.30, subject to the following rules:</p> <ul style="list-style-type: none"> (a) applications for Payments on Account may not exceed 75% of the costs incurred by you calculated on an Hourly Rates basis; (b) where an application relates to work within the scope of a Standard Fee the application may not be for more than 75% of the Standard Fee unless, at the time the application for Payment on Account is made, you have already incurred sufficient costs to escape that fee (if permitted under the relevant scheme); 	<p>Payments on Account may be claimed for Family Contract Work in accordance with Paragraphs 6.19 to 6.30, subject to the following rules:</p> <ul style="list-style-type: none"> e) subject to the provisions of paragraphs 7.25(ba) and 7.25(ca), applications for Payments on Account may not exceed 75% of the costs incurred by you calculated on an Hourly Rates basis; f) subject to the provisions of paragraphs 7.25(a), 7.25(ba) and 7.25(ca), where an application relates to work within the scope of a Standard Fee the application may not be for more than 75% of the Standard Fee unless, at the time the application for Payment on Account is made, you have already incurred sufficient costs to escape that fee (if permitted under the relevant scheme);

	<p>(c) subject to the provisions of paragraph 7.25(ca), as there is no “escape” mechanism for payments under the Family Advocacy Scheme any Payment on Account to you for work within that Scheme may not exceed 75% of the relevant Standard Fees and Bolt-on Fees due – see Paragraph 7.28 for the position of Counsel;</p> <p>(d) for the avoidance of the doubt Payments on Account of disbursements may continue to be claimed at 100%.</p>	<p>(ba) in relation to applications for Payment on Account of profit costs during the period 4 August 2020 to 31 January 2021 only the maximum applicable percentage of cumulative Payments on Account in paragraphs 7.25(a) and (b) is 80% rather than 75%;</p> <p>g) subject to the provisions of paragraph 7.25(ca), as there is no “escape” mechanism for payments under the Family Advocacy Scheme any Payment on Account to you for work within that Scheme may not exceed 75% of the relevant Standard Fees and Bolt-on Fees due – see Paragraph 7.28 for the position of Counsel;</p> <p>(ca) during the period 4 August 2020 to 31 January 2021 only, applications for Payment on Account in relation to work set out at paragraph 7.25(c) may not exceed 100% of the relevant fee; and</p> <p>h) for the avoidance of the doubt Payments on Account of disbursements may continue to be claimed at 100%.</p>
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Changes made on 15 July 2020

This table sets out amendments made to the Category Specific Rules: Mental Health to the Standard Civil Contract 2018 to enable the Adjoined Hearing Fee to be paid in circumstances where a Mental Health Tribunal that has been listed for a remote hearing is adjourned, postponed or cancelled on the day of the hearing.

2018 Standard Civil Contract Specification: Category Specific Rules- Mental Health		
Paragraph Number	Current Provision	Amendment
9.1	New Definition Inserted	The following definition has been added to the list of defined terms at Paragraph 9.1 of the Mental Health Category Specific Rules:

		<i>“Remote Hearing” means a MHT hearing intended to dispose of a case that is conducted via live audio or video link</i>
9.84	<p>The following amendments have been made to Paragraph 9.84 of the Mental Health Category Specific Rules:</p> <p><i>(a) This fee level primarily covers the act of representing the Client at the MHT and any aftercare services. Work includes Counsel’s fees for that representation.</i></p> <p><i>(b) Where the MHT is adjourned or is postponed, the fee will cover all the sittings of the MHT until a decision (disposal) is reached, except as set out below at Paragraph 9.85.</i></p> <p><i>(c) If no effective MHT hearing takes place, for example because the Client is discharged before the hearing, then you will not be entitled to claim a Level 3 (Mental Health Proceedings) Fee unless you are entitled to claim a Level 3 (Mental Health Proceedings) Fee in substitution for an Adjourned Hearing Fee under Paragraph 9.85 below.</i></p> <p><i>(d) If, however, an effective hearing takes place but the decision is set aside and a new hearing is fixed to re-decide the case (pursuant to section 9(5)(a) of the 2007 Act or otherwise) you may treat the new hearing as a fresh Matter and may claim a new Level 3 (Mental Health Proceedings) Fee (and any associated Level 1 or 2 (Mental Health Proceedings) Fee subject to meeting all other conditions of this Specification).</i></p>	<p>The following amendments have been made to Paragraph 9.84 of the Mental Health Category Specific Rules:</p> <p><i>(a) This fee level primarily covers the act of representing the Client at the MHT and any aftercare services. Work includes Counsel’s fees for that representation.</i></p> <p><i>(b) Where the MHT is adjourned or is postponed, the fee will cover all the sittings of the MHT until a decision (disposal) is reached, except as set out below at Paragraphs 9.85 and 9.85A.</i></p> <p><i>(c) If no effective MHT hearing takes place, for example because the Client is discharged before the hearing, then you will not be entitled to claim a Level 3 (Mental Health Proceedings) Fee unless you are entitled to claim a Level 3 (Mental Health Proceedings) Fee in substitution for an Adjourned Hearing Fee under Paragraph 9.85 or 9.85A below.</i></p> <p><i>(d) If, however, an effective hearing takes place but the decision is set aside and a new hearing is fixed to re-decide the case (pursuant to section 9(5)(a) of the 2007 Act or otherwise) you may treat the new hearing as a fresh Matter and may claim a new Level 3 (Mental Health Proceedings) Fee (and any associated Level 1 or 2 (Mental Health Proceedings) Fee subject to meeting all other conditions of this Specification).</i></p>
9.85A	New Paragraph Inserted	<p>The following new Paragraph 9.85A has been added to the Mental Health Category Specific Rules after the existing Paragraph 9.85:</p> <p><i>When a MHT hearing that has been listed as a Remote Hearing is adjourned or postponed to another day, or is otherwise cancelled, on the day of the hearing:</i></p> <p><i>(a) at the request of the MHT or Responsible Clinician; or</i></p>

		<p><i>(b) in circumstances where you make a request to adjourn, postpone or cancel the MHT hearing, and where you could not have otherwise reasonably avoided making such a request,</i></p> <p><i>and in either case you have incurred:</i></p> <ol style="list-style-type: none"> <i>1. some travel costs by travelling to, and arriving at, the client's location to take part in the MHT hearing in their presence; and/or</i> <i>2. some advocacy costs in putting the client's case forward to the MHT before the MHT hearing was adjourned, postponed or cancelled; and/or</i> <i>3. some attendance costs for attending a Remote Hearing, provided that a minimum of fifteen minutes elapsed between the hearing having started (or having been scheduled to start) and the hearing having been adjourned, postponed or cancelled (as applicable), without you providing any advocacy;</i> <p><i>then provided that you have taken reasonable steps to prevent any of the costs set out in sub-paragraphs 1, 2 and/or 3 above being incurred, for example, by seeking an adjournment at the earliest possible opportunity before the MHT hearing has started where it is clear that one will need to be requested, then you may claim an Adjourned Hearing Fee.</i></p>
<p>9.85B</p>	<p>New Paragraph Inserted</p>	<p>The following new Paragraph 9.85B has been added to the Mental Health Category Specific Rules after the above new Paragraph 9.85A:</p> <p><i>For the avoidance of doubt, Paragraph 9.85A applies to any claim for an Adjourned Hearing Fee in respect of a Remote Hearing which has been adjourned, postponed or cancelled since the issue of the "Pilot Practice Direction: Contingency Arrangements in the First-Tier Tribunal and the Upper Tribunal" by Sir Ernest Ryder, Senior President of Tribunals on 19 March 2020, including any procedures for assessing remuneration or subsequent appeals, and regardless of the date the claim was submitted to the Legal Aid Agency. The reasons behind the adjournment, postponement or cancellation of the Remote Hearing should be</i></p>

		<i>documented on file along with a justification, and any relevant evidence, that the circumstances warrant the Adjourned Hearing Fee to be claimed.</i>
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Changes made on 10 July 2020

These tables set out amendments that have been made to account for changes to the Payments on Accounts application process.

2018 Standard Civil Contract Specification (General Provisions 1-6). N.B. this change also apply to the Housing Possession Court Duty Scheme Contract and the 2018 Standard Civil Contract (Education and Discrimination) Specification (General Provisions 1-6)		
Paragraph Number	Current Provision	Amendment
6.21 (Payment on Accounts)	<p>On any Licensed Work case, subject to Paragraph 6.23 and the Category Specific Rules, you may apply to us for a Payment on Account of your profit costs incurred under the Certificate provided that:</p> <ul style="list-style-type: none"> (c) an application for a first Payment on Account may not be made earlier than 3 months after the issue of the Certificate; (d) you may make no more than two applications within any 12 month period; and (e) cumulative Payments on Account for profit costs under a Certificate must not exceed 75% of the amount of your incurred profit costs, calculated at the date of each application for the Payment on Account. 	<p>On any Licensed Work case, subject to Paragraph 6.23 and the Category Specific Rules, you may apply to us for a Payment on Account of your profit costs incurred under the Certificate provided that:</p> <ul style="list-style-type: none"> (a) an application for a first Payment on Account may not be made earlier than 3 months after the issue of the Certificate; (b) you may make no more than four two applications within any 12 month period; and (c) cumulative Payments on Account for profit costs under a Certificate must not exceed 75% of the amount of your incurred profit costs, calculated at the date of each application for the Payment on Account.

Changes made on 8 June 2020

This table sets out amendments that have been made to the 2018 Standard Civil Contract Specification: Category Specific Rules Immigration and Asylum.

2018 Standard Civil Contract Specification: Category Specific Rules: Immigration and Asylum		
Paragraph Number	Current Provision	Amendment
8.1 (Definitions)	New Definition Inserted	<i>“Appeal Skeleton Argument”</i> means the skeleton argument that the appellant is directed to produce as a part of ‘Online procedure’ for appeals to the First Tier Tribunal of the Immigration and Asylum Chamber up of appeals;
	<p><i>“IRC Procurement Area”</i> means either:</p> <p>Brook House IRC;</p> <p>Campsfield IRC;</p> <p>Colnbrook IRC;</p> <p>Harmondsworth IRC;</p> <p>Tinsley House IRC;</p> <p>Yarl's Wood IRC; or</p> <p>Morton Hall IRC; or</p>	<p>Amended Definition</p> <p><i>“IRC Procurement Area”</i> means either:</p> <p>Brook House IRC;</p> <p>Campsfield IRC;</p> <p>Colnbrook IRC;</p> <p>Harmondsworth IRC;</p> <p>Tinsley House IRC;</p> <p>Yarl's Wood IRC; or</p> <p>Morton Hall IRC; or</p>
	New Definition Inserted	<i>“Online Procedure”</i> means Her Majesty’s Court and Tribunal Service reform online service accessed through MyHMCTS or any other appeals where the parties are directed by the Tribunal to deal with an appeal online

<p>Part D - Remuneration For Immigration and Asylum Controlled Work Standard Fee Scheme: 8.56</p>	<table border="1"> <thead> <tr> <th>Standard Fee</th> <th>Asylum</th> <th>Immigration</th> </tr> </thead> <tbody> <tr> <td>Stage 1</td> <td>Legal Help</td> <td>Legal Help</td> </tr> <tr> <td>Stage 2 (a)</td> <td>CLR – no substantive hearing</td> <td>CLR – no substantive hearing</td> </tr> <tr> <td>Stage 2 (b)</td> <td>CLR – substantive hearing</td> <td>CLR – substantive hearing</td> </tr> </tbody> </table>	Standard Fee	Asylum	Immigration	Stage 1	Legal Help	Legal Help	Stage 2 (a)	CLR – no substantive hearing	CLR – no substantive hearing	Stage 2 (b)	CLR – substantive hearing	CLR – substantive hearing	<p>Amended Table</p> <table border="1"> <thead> <tr> <th>Standard Fee</th> <th>Asylum</th> <th>Immigration</th> </tr> </thead> <tbody> <tr> <td>Stage 1</td> <td>Legal Help</td> <td>Legal Help</td> </tr> <tr> <td>Stage 2 (a)</td> <td>CLR – no substantive hearing</td> <td>CLR – no substantive hearing</td> </tr> <tr> <td>Stage 2 (b)</td> <td>CLR – substantive hearing</td> <td>CLR – substantive hearing</td> </tr> <tr> <td>Stage 2 (c)</td> <td>CLR - using the Online Procedure</td> <td>CLR - using the Online Procedure</td> </tr> </tbody> </table>	Standard Fee	Asylum	Immigration	Stage 1	Legal Help	Legal Help	Stage 2 (a)	CLR – no substantive hearing	CLR – no substantive hearing	Stage 2 (b)	CLR – substantive hearing	CLR – substantive hearing	Stage 2 (c)	CLR - using the Online Procedure	CLR - using the Online Procedure
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Stage 2 (b)	CLR – substantive hearing	CLR – substantive hearing																											
Stage 2 (c)	CLR - using the Online Procedure	CLR - using the Online Procedure																											
<p>Part D - Remuneration For Immigration and Asylum Controlled Work Standard Fee Scheme: 8.57</p>	<p>CLR is split into two sub-stages. The Standard Fee for either Stage 2(a) or Stage 2(b) as set out in 8.56 will be claimed depending on where the Matter concludes. You may not claim payments for both Stage 2(a) and Stage 2(b) in relation to the same Matter.</p>	<p>Amended Clause</p> <p>CLR is split into two three sub-stages. The Standard Fee(s) claimable will depend on whether the Online Procedure is used and on for either Stage 2 (a) or Stage 2 (b) as set out in paragraph 8.56 will be claimed depending on where the Matter concludes. You may not claim payments for both Stage 2(a) and Stage 2(b) in relation to the same matter.</p>																											
<p>Between paragraph's 8.57 and 8.58</p>	<p>New Subtitle included</p>	<p><i>Matters that do not use the Online Procedure</i></p>																											

<p>Part D - Remuneration For Immigration and Asylum Controlled Work Standard Fee Scheme: 8.60</p>	<p>New Subtitle and Clause Inserted</p>	<p><i>Subtitle: Matters that do use the Online Procedure</i></p> <p><i>Clause: If you claim payment for Stage 2(c) then you may not claim payment for Stage 2(a) or Stage 2(b) in relation to the same Matter.</i></p>
<p>Part D - Remuneration For Immigration and Asylum Controlled Work Standard Fee Scheme: 8.61</p>	<p>New Clause Inserted</p>	<p>You may only claim a Stage 2(c) Standard Fee where you have drafted and submitted an Appeal Skeleton Argument under the Online Procedure.</p> <p>A Stage 2(c) Standard Fee cannot be claimed where:</p> <p>(a) Where a matter concludes prior to the submission of an Appeal Skeleton Argument. You should claim the Stage 2(a) Standard Fee.</p> <p>(b) You commence a matter after an Appeal Skeleton Argument has been submitted, but where you represent the client at a substantive hearing before the First Tier Tribunal. You should claim the Stage 2(b) Standard Fee plus any hearing fee.</p>
<p>Part D - Remuneration For Immigration and Asylum Controlled Work Standard Fee Scheme: 8.62</p>	<p>New Clause Inserted</p>	<p>If the matter proceeds to a hearing then the fee for attendance at the hearing is claimable as an additional payment as set out at Paragraph 8.71 below</p>

	<p>You must submit a Controlled Work Claim (including additional payments if incurred) within 6 months of the end of each of the following stages of the case citing the correct UKVI unique Client number:</p> <p>(a) Legal Help - at the end of Stage 1 (as described at Paragraph 8.61 below) or where the Matter otherwise ends earlier; or CLR - at the end of Stage 2 (as described at Paragraph 8.66 below).</p>	<p>Amended Clause</p> <p>For all Matters you must submit a Controlled Work Claim (including additional payments if incurred) within 6 months of the end of each of the following stages of the case citing the correct UKVI unique Client number:</p> <p>(b) Legal Help - at the end of Stage 1 (as described at Paragraph 8.691 below) or where the Matter otherwise ends earlier; or CLR - at the end of Stage 2 (as described at Paragraph 8.6674 below).</p>
<p>Part D - Remuneration For Immigration and Asylum Controlled Work Standard Fee Scheme: 8.69</p>	<p>New Clause Inserted</p>	<p>Where a determination is made that an individual qualifies for CLR and the Matter is lodged through the Online Procedure and the Appeal Skeleton Argument is submitted, the Standard Fee covers but is not limited to, the following Contract Work:</p> <p>(a) drafting and lodging an appeal, including drafting and submitting an Appeal Skeleton Argument;</p> <p>(b) preparation of an appeal including the appeal bundle;</p> <p>(c) consideration of determination and advice to the Client about the determination and carrying out any necessary work;</p> <p>(d) re-applying the merits criteria as set out in the Merits Regulations for an appeal to the Upper Tribunal;</p> <p>(e) where the appeal to the First Tier Tribunal is dismissed and an appeal to the Upper Tribunal is not being pursued, explaining the consequences of the decision and carrying out any necessary work;</p> <p>(f) where the appeal is allowed, explaining the consequences of the decision including rights and entitlements; and</p> <p>(g) any post appeal advice and assistance that does not constitute a separate Matter Start.</p>
<p>Additional payments to</p>	<p>Where applicable, Graduated Fees for advocacy services set out in the Remuneration Regulations are payable at the end of Stage 2 (as</p>	<p>Amended Clause</p>

<p>the Standard Fee for advocacy and disbursements- Advocacy services- formerly 8.66</p>	<p>described in Paragraph 8.64), in addition to the appropriate Standard Fee, for each relevant attendance. When claiming for advocacy work the following rules apply:</p> <ul style="list-style-type: none"> (b) advocacy fees are payable whether the relevant advocacy services are carried out by you or Counsel; (c) only one advocacy fee for a substantive hearing in the First Tier Tribunal may be claimed per Matter; if such a hearing goes into a second day, either part heard or re-listed, an additional day's substantive hearing fee may be claimed for the second and each subsequent day; and (d) advocacy fees are inclusive of time for travel and waiting. 	<p>8.71. Where applicable, Graduated Fees for advocacy services set out in the Remuneration Regulations are payable at the end of Stage 2 (as described in Paragraph 8.64), in addition to the appropriate Standard Fee, for each relevant attendance. When claiming for advocacy work the following rules apply:</p> <ul style="list-style-type: none"> (a) advocacy fees are payable whether the relevant advocacy services are carried out by you or Counsel and whether remotely or in person; (b) only one advocacy fee for a substantive hearing in the First Tier Tribunal may be claimed per Matter; if such a hearing goes into a second day, either part heard or re-listed, an additional day's substantive hearing fee may be claimed for the second and each subsequent day; and (c) advocacy fees are inclusive of time for travel and waiting.
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Changes made on 15 May 2020

These tables set out amendments that have been made to account for changes to legislation made by the *Civil Legal Aid (Procedure) (Amendment) Regulations 2020*.

2018 Standard Civil Contract Specification (General Provisions 1-6)		
Para-graph	Current Provision	Amendment
1.5	<p><i>“Exempted Person”</i> has the meaning given to it in regulation 20 of the Procedure Regulations being, at the Contract Start Date</p> <p><i>“Gateway Work”</i> has the meaning given in regulation 20 of the Procedure Regulations;”</p>	<p><i>“Exempted Person”</i> has the meaning given to it in regulation 20 of the Procedure Regulations being, at the Contract Start Date</p> <p><i>“Gateway Work”</i> has the meaning given in regulation 20 of the Procedure Regulations;”</p>
2.38	<p>In providing Controlled Work that is not Gateway Work you must attend your Client in the Office or other permitted location named in the Schedule unless the Controlled Work is:</p> <p>(a) provided via any Outreach Services service specifically authorised by a Schedule or other contract issued by us;</p> <p>(b) approved by us in writing in advance;</p> <p>(c) provided to a Client at their location for good reason;</p> <p>(d) Controlled Legal Representation or Help at Court at the appropriate court or tribunal; or</p> <p>(e) appropriate travel to attend on Counsel, experts, witnesses or site inspections.</p>	<p>In providing Controlled Work that is not Gateway Work you must attend your Client in the Office or other permitted location named in the Schedule unless the Controlled Work is:</p> <p>(a) provided via any Outreach Services service specifically authorised by a Schedule or other contract issued by us;</p> <p>(b) approved by us in writing in advance;</p> <p>(c) provided to a Client at their location for good reason;</p> <p>(d) Controlled Legal Representation or Help at Court at the appropriate court or tribunal; or</p> <p>(e) appropriate travel to attend on Counsel, experts, witnesses or site inspections.</p>
2.46	<p>You must signpost Clients or potential Clients to the helpline in respect of Gateway Work unless that Client or potential Client is an Exempted Person as described in the Procedure Regulations.</p>	<p>Not used You must signpost Clients or potential Clients to the helpline in respect of Gateway Work unless that Client or potential Client is an Exempted Person as described in the Procedure Regulations.</p>

2018 Standard Civil Contract Specification Category Specific Rules: Housing and Debt		
Para-graph	Current Provision	Amendment
Paragraph 2 of the preamble	Legal Help in relation to the Debt matters described at paragraph 26(a) to (c) of the Debt section of the Category Definitions 2018 is Gateway Work and, subject to limited exceptions described in the Procedure Regulations, must be referred to the Gateway.	Legal Help in relation to the Debt matters described at paragraph 26(a) to (c) of the Debt section of the Category Definitions 2018 is Gateway Work and, subject to limited exceptions described in the Procedure Regulations, must be referred to the Gateway.

2018 Standard Civil Contract - Family Mediation Specification		
Para-graph	Current Provision	Amendment
1.5 (Definitions)	<i>“Category of Work”</i> means the specific categories of Family Mediation Contract Work set out in paragraph 3.15;	<i>“Category of Work”</i> means the specific categories of Family Mediation Contract Work set out in paragraph 3.1520;
3.7 (b)	<p>Before you commence a Matter, you must ensure that the relevant Application Form is fully and accurately completed by the Client. In particular you must ensure that:</p> <p>(a) the assessment of means section and the Client’s details are fully and accurately completed; and</p> <p>(b) the Application Form is signed by the Client in your presence before Family Mediation is commenced, and</p> <p>the completed form must be kept on file.</p>	<p>Before you commence a Matter, you must ensure that the relevant Application Form is fully and accurately completed by the Client. In particular you must ensure that:</p> <p>(a) the assessment of means section and the Client’s details are fully and accurately completed; and</p> <p>(b) the Application Form is signed by the Client in your presence before Family Mediation is commenced, and</p> <p>the completed form must be kept on file.</p> <p>(b) the Application Form is signed by the Client in your presence before Family Mediation is commenced, subject to the exceptions set out in the Procedure Regulations and Paragraphs 3.9 to 3.14 of this Specification, and</p>

		the completed form must be kept on file.
3.9	You may, except in relation to the requirements set out at Paragraph 3.7(b) above, provide services to a Client remotely (including, for example, video conferencing facilities). Any work conducted in accordance with this Paragraph 3.9 must be done in accordance with the Family Mediation Council Code of Practice and any guidance that either we or the Family Mediation Council may issue.	<p>3.9 You may, except in relation to the requirements set out at Paragraph 3.7(b) above, provide services to a Client remotely (including, for example, video conferencing facilities). Any work conducted in accordance with this Paragraph 3.9 must be done in accordance with the Family Mediation Council Code of Practice and any guidance that either we or the Family Mediation Council may issue.</p> <p>3.9 Subject to Paragraphs 3.10 to 3.12, an application for Controlled Work may be accepted via post, fax, email, or other such method of communication as we may agree from time to time where the Client requests that the application is made in this way and it is not necessary for the interests of the Client or his or her case to attend you in person. Any work conducted in accordance with this Paragraph 3.9 must be done in accordance with the Family Mediation Council Code of Practice and any guidance that either we or the Family Mediation Council may issue.</p> <p>3.10 Applications may not be accepted in accordance with Paragraph 3.9 above where the Client is resident outside the European Union and:</p> <ul style="list-style-type: none"> a) such residence is purely temporary and the Client can without serious disadvantage delay the application until they have returned to the European Union, or b) the services could be applied for on the same Matter by a person resident in the European Union, or c) it is otherwise unreasonable to accept the application. <p>3.11 Unless we provide specific written authority in advance, the number of Matters where your Client does not attend you in person either because you accept an application under Paragraph 3.9 or provide services via videoconferencing or other means of remote communication under Paragraph 3.12, must not exceed 25% of your total matters opened in any Schedule period. For the avoidance of doubt, where you accept a postal or faxed application under Paragraph 3.9 or provide</p>

		<p>services via videoconferencing or other means of remote communication under Paragraph 3.12 in order to comply with your duties under the Equality Act 2010, this will not count towards the 25% limit set out in this Paragraph 3.11.</p> <p>3.12 You may provide services to a Client via videoconferencing or other means of remote communication before that Client has signed the Application form where:</p> <ul style="list-style-type: none"> a) the Client requests and it is not necessary for the interests of the Client or his or her case to attend you in person; and b) the Client meets the criteria in the Merits Regulations and Financial Regulations for the provision of Legal Help, <p>and you may make a Claim for this work provided that the Client subsequently signs the Application Form and provides appropriate evidence in relation to their financial means and identity.</p> <p>3.13 The Client does not have to attend your Office to sign the Application Form after having been given advice in the manner set out in Paragraph 3.12. You may send the Application Form to your Client, after you have given the advice, for signature and return, subject to Paragraph 3.9.</p> <p>3.14 You may, other than in relation to the requirements set out at Paragraph 3.7(b) (taking into account the exceptions to that requirement at Paragraphs 3.9 to 3.13), provide services to a Client remotely (including, for example, video conferencing facilities). Any work conducted in accordance with this Paragraph 3.14 must be done in accordance with the Family Mediation Council Code of Practice and any guidance that either we or the Family Mediation Council may issue.</p>
3.27	<p>3.26 Good cause for declining to receive an application under Paragraph 3.26 includes:</p> <p>3.26.1.1.1 where you do not have the capacity to take on the case or Matter;</p>	<p>3.27 Good cause for declining to receive an application under Paragraph 3.26 includes:</p> <p>3.27.1.1.1 where you do not have the capacity to take on the case or Matter;</p>

	<p>3.26.1.1.2 where you do not have the necessary skill or expertise to take on the case or Matter; or</p> <p>3.26.1.1.3 other professional conduct reasons such as actual or potential conflict of interest.</p>	<p>3.27.1.1.2 where you do not have the necessary skill or expertise to take on the case or Matter; or</p> <p>3.27.1.1.3 other professional conduct reasons such as actual or potential conflict of interest.</p>
3.29	<p>3.28 You must not decline to receive an application under Paragraph 3.26:</p> <p>(a) which is within the scope of your Contract and which you have the appropriate skills and capacity to carry out, on any grounds which directly or indirectly discriminate on the grounds of a protected characteristic (as defined in section 4 of the Equality Act 2010); or</p> <p>(b) because a potential Client’s protected characteristic (as defined in section 4 of the Equality Act 2010) may result in additional costs or disbursements being incurred compared with a Client without them.</p>	<p>3.29 You must not decline to receive an application under Paragraph 3.26:</p> <p>(a) which is within the scope of your Contract and which you have the appropriate skills and capacity to carry out, on any grounds which directly or indirectly discriminate on the grounds of a protected characteristic (as defined in section 4 of the Equality Act 2010); or</p> <p>(b) because a potential Client’s protected characteristic (as defined in section 4 of the Equality Act 2010) may result in additional costs or disbursements being incurred compared with a Client without them.</p>
3.30	<p>3.30 “Good cause” in Paragraph 3.26 does not include any considerations regarding the level of any Standard Fee you may be entitled to receive under this Contract. You may not decline to receive an application under Paragraph 3.26 on the grounds (however stated) that the Standard Fee you would be entitled to Claim for that work does not represent what you consider to be appropriate remuneration in the circumstances of the individual case or Matter.</p>	<p>3.30 “Good cause” in Paragraph 3.26 does not include any considerations regarding the level of any Standard Fee you may be entitled to receive under this Contract. You may not decline to receive an application under Paragraph 3.26 on the grounds (however stated) that the Standard Fee you would be entitled to Claim for that work does not represent what you consider to be appropriate remuneration in the circumstances of the individual case or Matter.</p>

Housing Possession Court Duty Scheme Category Specific Rules (Annex A of the HPCDS Contract for Signature (the 'Offer' letter))		
Para-graph	Current Provision	Amendment
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 but you will not be entitled to claim any fee under this Contract. Gateway Work, as defined in the Procedure Regulations, must be referred to the Gateway.	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 but you will not be entitled to claim any fee under this Contract. Gateway Work, as defined in the Procedure Regulations, must be referred to the Gateway.
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 whether it is more appropriate to refer the Client to a Provider located nearer the Client. Matters which are Gateway Work must be referred to the Gateway and you may not commence Legal Help.	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 whether it is more appropriate to refer the Client to a Provider located nearer the Client. Matters which are Gateway Work must be referred to the Gateway and you may not commence Legal Help.

2018 Standard Civil Contract (Education and Discrimination) Specification (General Provisions 1-6) ¹		
Para-graph	Current Provision	Amendment
2.38	<p>In providing Controlled Work that is not Gateway Work you must attend your Client in the Office or other permitted location named in the Schedule unless the Controlled Work is:</p> <p>(a) provided via any Outreach Services service specifically authorised by a Schedule or other contract issued by us; (b) approved by us in writing in advance; (c) provided to a Client at their location for good reason; (d) Controlled Legal Representation or Help at Court at the appropriate court or tribunal; or (e) appropriate travel to attend on Counsel, experts, witnesses or site inspections.</p>	<p>In providing Controlled Work that is not Gateway Work you must attend your Client in the Office or other permitted location named in the Schedule unless the Controlled Work is:</p> <p>(a) provided via any Outreach Services service specifically authorised by a Schedule or other contract issued by us; (b) approved by us in writing in advance; (c) provided to a Client at their location for good reason; (d) Controlled Legal Representation or Help at Court at the appropriate court or tribunal; or (e) appropriate travel to attend on Counsel, experts, witnesses or site inspections.</p>

¹ The *Standard Civil Contract (Education and Discrimination) 2018* was drafted to anticipate the removal of the mandatory telephone gateway. For example, paragraph 2.46A of the General Specification confirms that once the gateway is removed the requirement at 2.46 to refer clients to CLA no longer applies. In other words, it is written into the terms of the contract itself the provider can now take on cases directly without the client having to apply via CLA. However, it was felt on consultation with Consultative Bodies that the minor change to paragraph 2.38 of the Specification was required to the contract documentation to make it consistent with the other face-to-face contracts. The amended paragraph 2.38, however, be read in conjunction with requirements on offering clients the choice of remote advice or face-to-face advice from June 2020 as set out in the Category Specific Rules for Education and Discrimination.