

## **Procurement Process for Education and Discrimination Face to Face Contracts from September 2019 Frequently Asked Questions (FAQ)**

Many questions will be answered by the information given in the Information for Applicants document (IFA), which is available on the Tenders pages of our website:

<https://www.gov.uk/government/news/civil-legal-advice-services-from-september-2019>

The deadline for questions about the IFA or the tender was **5pm on 21 June 2019** (note this is referred to as the “End date for supplier clarification messages”) on the e-Tendering system. We are therefore unable to answer questions received after that deadline.

Questions that we consider to be of interest have been collated and answered centrally in writing to ensure that all interested parties have equal access to information in the answers. These questions and answers will be published in this FAQ document.

### **Technical Questions on how to use the e-Tendering system**

There is a Helpdesk to provide technical support to Applicant Organisations using the e-Tendering System. However, the Helpdesk is **unable** to assist with problems with your own computer hardware or systems - for these types of issues; you should contact your usual IT support.

Questions should be emailed to the following email address: [help@bravosolution.co.uk](mailto:help@bravosolution.co.uk) . Alternatively, the telephone number for the Helpdesk is 0800 069 8630 (lines are open from 9am to 6pm Monday to Friday).

The Helpdesk remains open until the tender closes. However, we recommend that you start to complete your tender early so that you identify any areas where you need technical help as soon as possible, as the Helpdesk is likely to be very busy in the days leading up to the tender deadline and cannot guarantee that queries received close to the tender deadline will be dealt with in time.

**The deadline for receipt of Tenders is 9am on 10 July 2019.**

## Face to Face Discrimination Services

### **1. If we settle a discrimination matter through a settlement agreement and the employer contributes towards the legal fees for us advising on the terms and effect of the agreement (typically between £250.00- £400.00 + vat) can we keep that employers contribution?**

Paragraph 1.40 of the Specification to the 2018 Standard Civil Contract (as amended) (“Contract”) sets out the authority for providers “to receive payment from another party under a Client’s costs order or Client’s costs agreement (as defined in Legal Aid Legislation) and to recover those costs at rates in excess of those provided for in this Contract or any other contract with us. This applies in respect of both Licensed and Controlled Work and applies also to costs recovered in respect of Counsel’s fees. It also applies notwithstanding any Costs Limit on a Certificate in Licensed Work cases.”

There are further rules on how these payments interact with payment under Controlled Work at paragraphs 4.11 and 4.12 of the Specification:

*4.11 Subject to Category Specific Rules, where you recover costs in a Matter in relation to which a determination has been made that the Client does not qualify for civil legal services provided as Licensed Work:*

*(a) where the costs you are able to recover cover all items of work carried out under the Matter, you must elect whether to retain the costs recovered or to claim for the Matter under the terms of this Section 4; otherwise*

*(b) you may retain the costs recovered, and:*

*(i) if the work not covered by these costs meets the relevant Escape Fee Case threshold, claim the Matter as an Escape Fee Case; or*

*(ii) claim the relevant Standard Fee or Graduated Fee; or*

*(iii) in the Discrimination Category of Law, claim the work not covered by these costs at the relevant Hourly Rates. You must not claim from us for a disbursement in addition to retaining costs paid by another party, unless the disbursement can be justified as an item of Legal Aid only costs under Paragraph 6.50.*

*4.12 Where, following a determination that the Client qualifies for civil legal services which are provided as Licensed Work you are able to recover costs under a Client’s costs order in respect of work carried out under a Controlled Work Matter you should report to us:*

*(a) where the Matter was paid as an Escape Fee Claim or as Hourly Rates, the value of the work covered by the costs recovered, calculated at the relevant Hourly Rates under the Remuneration Regulations; otherwise*

*(b) the lower of*

*(i) the costs recovered; and*

*(ii) the Standard Fee or Graduated Fee, or the part or parts of the Graduated Fee, paid to you in respect of which work is covered by the costs recovered,*

*together, in either case, with the value of disbursements covered by the recovered costs, and we will recoup the total sum from you as part of balancing your Claim.*

For Licensed Work, paragraphs 6.44 to 6.53 of the Contract Specification set out the circumstances where payment for “Legal Aid Only” costs can be made in addition to those obtained under a costs agreement.

**2. Please can you advise the hourly rates for licenced work for discrimination matters at the Employment Tribunal as these are not currently set out in the Civil Legal Aid Remuneration Regulations.**

Advocacy at an employment tribunal is not generally within the scope of legal aid. Therefore, the vast majority of legal aid for discrimination matters at an employment tribunal will be conducted under Controlled Work and remunerated via the hourly rates set out in Table 7(e) of Part 2 of Schedule 1 to the *Civil Legal Aid (Remuneration) Regulations 2013 (as amended)*.