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Legal Aid
Agency

Central Commissioning
13th Floor (13.55)

102 Petty France, London SW1H 9AJ
DX : 328 London www.gov.uk/government/organisations/legal-aid-agency

For attention of the Contract Liaison Manager

Sent via email to:

20 July 2018
Our reference:

Dear Sir/Madam,

ACTION REQUIRED BY 23:59:59 ON 5 AUGUST 2018 – offer to extend your 2013 Standard Civil Contract Housing Possession Court Duty Scheme (HPCDS) Schedule to provide HPCDS Services from 1 October 2018 for contingency period

As you will be aware, on 5 July 2018 we gave notice cancelling the process we had launched for the reprourement of HPCDS services. Please see a copy of the notice at <https://www.gov.uk/government/publications/civil-2018-contracts-tender> for ease of reference.

We took that decision in order to give effect to the Administrative Court's decision dated 22 June 2018 (case number CO/5321/2017) in the judicial review proceedings brought by the Law Centres Federation t/as Law Centres Network against the Lord Chancellor.

Subsequently, we wrote to you on 6 July to inform you of our intentions for maintaining HPCDS services for a contingency period. That period is required to allow for a review of relevant policy and to provide the time needed to prepare and run a new procurement exercise for these services.

We confirmed that our approach for the contingency period will be to offer all existing providers of HPCDS services an extension of their current contract. That contract will maintain the 2013 Standard Civil Contract Exclusive Schedule Arrangements you currently work under.

There is a continuing requirement for providers of HPCDS services to hold and comply with a Standard Civil Contract with an authorisation to undertake mainstream services in the Housing and Debt

Categories of Law from 1 October 2018. Given that requirement, the relevant Standard Civil Contract Standard Terms and General Rules of the Specification for the Contract will be those which are incorporated into the 2018 Standard Civil Contract. Accordingly, the offer also includes certain amendments for consistency with the 2018 Standard Civil Contract.

This letter ("Offer Letter") contains the terms of an offer of an extension to your current contract (2013 Standard Civil Contract) HPCDS Schedule upon the terms and conditions as set out within this Offer Letter. If you accept this Offer, you will be required to continue to deliver the Contract Work you are authorised to provide under your HPCDS Schedule by virtue of the contract extension offer dated 18 January 2018 which you accepted.

If you wish to continue to carry out the Contract Work you are currently authorised to provide under your HPCDS Schedule beyond its current expiry date of 30 September 2018, you must complete and sign the acceptance form below and email a copy to us at civil.contracts@legalaid.gsi.gov.uk by no later than 23:59:59 on 5 August 2018.

Interpretation

References in this Offer Letter to:

- **current contract** means the 2013 Standard Civil Contract as varied by the terms of the offer letter dated 18 January 2018 which you (and the other current providers of HPCDS services) accepted and which incorporates within the documents together comprising that contract, the HPCDS Schedule;
- **HPCDS Schedule** means the schedule setting out the Exclusive Schedule Arrangements for the HPCDS services you are authorised to and required to provide under your current contract, which schedule is extended and varied under the terms of the Offer as incorporated as Annex B to this Contract;
- **Contract** means the current contract as varied by the terms of the Offer;
- **Contract Period** means, as the context requires, either: (i) the Interim Contingency Extension Period alone; or (ii) where we have given you notice under the provisions of this Offer Letter that your Contract has been extended into the Run-off Contingency Extension Period, the sum of the Interim Contingency Extension Period and the Run-off Contingency Extension Period;
- **HPCDS Services** shall have the same meaning as the Service as defined in Paragraph 10.16 of the Category Specific Rules at Annex A;
- **Interim Contingency Extension Period** means the period from 1 October 2018 to 23:59:59 hours on 30 September 2019;
- **Offer** means the offer to you to continue working under your current contract to provide the Service under your HPCDS Schedule as set out in this Offer Letter (including the terms of Annex A – Category Specific Rules and Annex B – HPCDS Schedule which will apply for the Contract Period); and
- **Run-off Contingency Extension Period** means any period from 1 October 2019 and ending on a date no later than 30 September 2020.

For clarity of interpretation, and unless otherwise stated, any terms which are capitalised but not defined within this Offer Letter shall have the meaning given to them in the Standard Civil Contract (as varied under the Offer, where applicable).

Unless otherwise stated, references to “paragraph” and “Annex” are to paragraphs of and annexes to this Offer Letter.

The provisions of this Offer Letter shall operate as a variation to the terms of your current contract. In the event of any conflict between any of the provisions of this Offer Letter and any of the provisions of the Contract Documents, the conflict will be resolved by this Offer Letter taking priority over the Contract Documents. In the event of any conflict between any of the provisions of the Contract Documents, the conflict will be resolved under the following order of priority:

- (a) the HPCDS Schedule;
- (b) the Category Specific Rules at Annex A;
- (c) the Contract for Signature;
- (d) the Standard Terms; and
- (e) the General Rules to the Specification.

Offer

We are now offering you and the other providers who have a current contract the opportunity to continue working under it to provide the Service under the HPCDS Schedule for the Contract Period. This Offer is made to you in consideration of and conditional upon your acceptance of and compliance with the following terms:

1. The Contract is offered and, following acceptance by you, comes into force on the condition that you enter into and continue to hold at all times a 2018 Standard Civil Contract in the Housing and Debt Categories of Work. If you do not comply with this condition as at 31 August 2018 or (where you comply with this condition at that date) any date subsequent to it, this Contract will terminate automatically and you will not be authorised to carry out any Contract Work or new Contract Work, as applicable, under it.
2. The Contract will expire automatically at midnight on 30 September 2019 save where we have given you not less than one month’s notice that we wish to extend it into the Run-off Contingency Extension Period.
3. Where we extend the term of the Contract into the Run-off Contingency Extension Period we may exercise our right under paragraph 2 on any number of occasions and for any period within the Run-off Contingency Extension Period provided that:
 - on the occasion of each such extension, we give you not less than one month’s notice;
 - the period of each such extension is not less than three months; and
 - the expiry date of each such extension shall be no later than 30 September 2020.
4. The 2018 Standard Civil Contract Standard Terms shall apply to the Contract in place of the 2013 Standard Civil Contract Standard Terms.
5. The General Rules to the 2018 Standard Civil Contract Specification shall apply to the Contract in place of the General Rules to the 2013 Standard Civil Contract Specification.

6. To allow for the fact that the Contract only covers Contract Work within the scope of your HPCDS Schedule, the Category Specific Rules at Annex A shall apply to your Contract in place of the Category Specific Rules which apply to the current contract.
7. To provide for the extension of the Service for the Contract Period, the version of the HPCDS Schedule at Annex B shall apply to your Contract in place of the version incorporated into your current contract.
8. The Service you are authorised and required to provide under your Contract is designated as Exclusive Schedule Arrangements for the purposes of Paragraph 1.29 of the General Rules.
9. Except for those terms that are varied under this Offer Letter, the terms of your current contract (including any notice given by us under it) shall apply to the Service you provide under the Contract from 1 October 2018.
10. Where you wish to accept the Offer, you must complete the Offer acceptance form below and return it to the LAA by email at civil.contracts@legalaid.gsi.gov.uk by **23:59:59 on 5 August 2018**.

If you do not accept this Offer by 23:59:59 on 5 August 2018 your current contract, including, for the avoidance of doubt, your HPCDS Schedule will expire automatically at 23:59:59 on 30 September 2018 and you will not be entitled to undertake and be paid for any new Contract Work from 1 October 2018 onwards.

If you have any queries in relation to the content of this letter, please contact your Contract Manager.

Yours faithfully,

Shaun McNally
Chief Executive

Annex A: Category Specific Rules
Annex B: HPCDS Schedule [example]

OFFER ACCEPTANCE FORM
TO BE COMPLETED AND EMAILED TO civil.contracts@legalaid.gsi.gov.uk BY 23:59:59 ON 5 AUGUST 2018

Provider principal (“lead”) Office Legal Aid Agency Account Number:

I/we [provider to insert name(s) of provider signatory(ies)]

being duly authorised to act for and on behalf of [full name of provider to be inserted]

ACCEPT the terms of the Offer of an extension to the terms of my current contract: **2013 Standard Civil Contract Housing Possession Court Duty Scheme (HPCDS) Schedule** as set out in the Legal Aid Agency's Offer Letter dated 20 July 2018.

Signed by Date.....

Signed byDate.....

For the avoidance of doubt, although only my principal or "lead" Office Legal Aid Agency account number is cited, where my organisation has more than one Office, I understand that my acceptance of the Offer applies to **all** Offices from which I am authorised by the Legal Aid Agency to carry out Contract Work under my HPCDS Schedule (and that, therefore, I do not need to complete a separate Offer acceptance form for each such Office).

By signing above, you acknowledge and agree to be bound by the terms and conditions of the Offer and the terms and conditions of the HPCDS Schedule as varied by the Offer.

This Offer may only be signed by a person who has the capacity to act on behalf of the above-named provider and who has been duly authorised to accept and bind that provider to the terms of the Offer. If you are a partnership, an appropriate partner must sign. If you are a sole practitioner solicitor, the sole practitioner (principal) must sign. If you are a company, an appropriate director must sign. If you are a limited liability partnership, an appropriate designated member must sign. If you are an unincorporated charity, two appropriate trustees must sign. limited liability partnership, an appropriate designated

Annex A
2013 Standard Civil Contract
Specification
Category Specific Rules

NOT CAPABLE OF ACCEPTANCE

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

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

Category Specific Rules

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

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

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

(b) "the Scheme" means the Housing Possession Court Duty Scheme operating under this Contract; and

(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.

The Schedule

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

The Service

10.18 The Service involves the provision at a court of Legal Help and Help at Court to Clients and for cases described at Paragraphs 10.36 to 10.39 below. Subject to the terms of your Schedule, work covered by the Scheme may only be claimed for under this Contract.

Payment

10.19 The Housing Possession Court Duty Scheme is Controlled Work. The payment provisions for all work under the Scheme are specified in the Remuneration Regulations.

10.20 Payment will be monthly in arrears for work done. Payments will be made separately from your Standard Monthly Payments for other Controlled Work. Periodically we will reconcile your Claims and payments. If, in any Housing Possession Court Duty Scheme session, 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.

- 10.21 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.
- 10.22 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.
- 10.23 You must comply with the requirements to provide information about the Scheme by the specified times and your entitlement to receive payment is conditional on your doing so.

Matter Start rules

- 10.24 If you provide the Service at 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.
- 10.25 The rule at Paragraph 10.24 does not apply if you subsequently open a non-Housing/nonDebt 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.

Reporting

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

Volumes of work

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

Management

- 10.28 You must have a Housing and Debt Supervisor at all times you are delivering the Service.
- 10.29 You must nominate a member of your personnel who is responsible for the overall supervision and management of the Service and provide us with their name. This person must meet the Housing and Debt Supervisor standard.

- 10.30 The nominated member of your personnel must liaise with the court to ensure that the Scheme is in place each time the court lists possession proceedings.
- 10.31 You must demonstrate that the Scheme has effective induction, training, appraisal and supervision procedures for all caseworkers.
- 10.32 You must ensure that you have appropriate adviser(s) present on each day at the court when the Service is required.
- 10.33 For the purposes of Paragraph 10.32 "appropriate adviser" means a caseworker who conducts a minimum of 12 hours casework per week.
- 10.34 You must include your Housing Possession Court Duty Scheme files in any file review process you conduct.

Delegation of the Service

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

Who can use the Scheme?

- 10.36 The Scheme is available to any person (regardless of means) whose home is at immediate risk because of possession proceedings. 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.
- 10.37 You must provide the Service to all Clients who request to see an adviser under the Scheme.

Scope of the Scheme

- 10.38 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
 - (e) Clients with charging orders relating to property whereby the Client is at immediate risk of losing their home through a forced sale.
- 10.39 For Clients within the scope of the Scheme (see Paragraphs 10.36 to 10.37) you must provide the following services:
- (a) face-to-face advice to the Client on the day, prior to the hearing;

- (b) advocacy for the relevant proceedings on the day of the hearing;
- (c) face-to-face advice to the Client on the day, post the hearing, explaining the outcome and the options available to the Client;
- (d) on the day of the hearing, assisting Clients to liaise with third parties;
- (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;
- (f) send a letter to each Client setting out your advice.

Clients requesting advice outside the terms of the Scheme

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

Emergency Representation

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

Reporting and Auditing

- 10.45 You must make a record of the Service that you give to each Client (or why you refused to provide the Service).
- 10.46 In addition to the requirements to keep records under the Standard Terms, you must keep a central record (in such form as we may specify) of Clients seen under the Scheme.
- 10.47 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.

- 10.48 You must report to us such data (in such form as we may reasonably specify) about the Scheme at such intervals (not more often than monthly) as we may require.

Flexibility

- 10.49 Your obligation is to provide the Scheme at the court listed in your Schedule. You must provide the Service at all sessions the court runs and therefore you must have the flexibility to cater for the fluctuations in demand for the Service.
- 10.50 If you are unable to provide the Service at a court session you must inform your Contract Manager immediately.

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

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

Annex B

2013 Standard Civil Contract

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

Contract Number

Housing Possession Court Duty Scheme:

Office Schedule Number¹:

Schedule Amendment Notice Number:

Name of Provider	
Address of Principal Office	
Address of the Office to which this Schedule Applies	

TABLE 1 – START AND END DATES			
Schedule Start Date	1 October 2018	Schedule End Date	30 September 2019

TABLE 2 – COURT(s) and ALLOCATED VOLUME OF ACTS OF ASSISTANCE			
Name of Court(s) to which this Schedule applies:	Allocated Volume of Acts of Assistance	10% buffer	Total acts of assistance

TABLE 3 – SCHEDULE PAYMENT LIMIT	
Your Schedule Payment Limit is²	£0 (inclusive of VAT where applicable)

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)</p>

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

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.").

TABLE 5 – DELEGATION OF THE SERVICE

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

This Contract Schedule is conditional on your organisation delivering at all sessions listed for the Scheme(s) included in this Schedule on and after 01 October 2018.

Your organisation must cover all sessions that the court lists and provide Housing Possession Court Duty Scheme Services to any Client at court with a Housing problem that requests to see an adviser.

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

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

Name of signatory: ... **Shaun McNally**..... [Print Name]

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

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