

## **Draft Annex 2 - Cases, Fixed Fees and Hourly Rates (Controlled Work)**

### **Fixed Fees and Hourly Rates**

#### **Table 1 – Determination Fees**

1. The Determination Fee payable in accordance with the terms of the Contract shall be as follows:

<b>Category</b>	<b>Determination Fee</b>
Education	£ [] based on 18 minutes of your applicable Hourly Rate

#### **Table 2 - Controlled Work Hourly Rate**

<b>A</b>	<b>B</b>
<b>Category of Law</b>	<b>Hourly Rate</b>
Education	

2. Subject to your compliance with the terms of this Contract we will pay you as follows:
  - 2.1 The Determination Fee where you only undertake a Determination as detailed in Paragraphs 2.12 to 2.20 of the Specification, and no other Contract Work on the Case is undertaken.
  - 2.2 The appropriate Hourly Rate (as per column B of Table 2 above) in respect of each Contract Hour spent on any Case in the relevant Category of Law (with a pro rata proportion of the applicable Hourly Rate applying to any part Contract Hour). For the avoidance of doubt where an Hourly Rate is claimed for undertaking Controlled Work you cannot also claim the Determination Fee.
  - 2.3 Where a Client fails to provide evidence required by Paragraph 2.15(a) of Annex 1 (Specification) you may only claim the appropriate Hourly Rate for up to 132 minutes.
  - 2.4 The applicable Miscellaneous Work fee, as set out in Part 1 of the Civil Legal Aid (Remuneration) Regulations 2013 where you undertake a Cross Border Case where the substantive matter does not fall within the Education Category of Law.
3. The amounts specified in Tables 1 and 2 above are fully inclusive in respect of Contract Work which is Controlled Work except for VAT and Disbursements. The stated amounts shall remain fixed throughout the Contract Period. There will be no review of hourly rates during the Contract Period.