



Tables of Amendments to the 2017 Standard Crime Contract

The 2017 Standard Crime Contract ran from 1 April 2017 to 30 September 2022. This document lists the amendments that were made to the Standard Terms and Specification during the 2017 Standard Crime Contract. These amendments were consulted on with the Consultative Bodies, in accordance with Clause 13 of the Standard Terms. There is a table for each of the following sets of amendments that have been made to the Standard Terms and Specification:

- [Standard Terms version 3 \(effective from 1 January 2021 to 30 September 2022\)](#) – the Standard Terms were amended effective from 1 January 2021 to support the United Kingdom’s exit from the European Union on 31 December 2020.
- [Standard Terms version 2 \(effective from 25 May 2018 to 31 December 2020\)](#) – the Standard Terms were amended effective from 25 May 2018 to take account of the introduction of the General Data Protection Regulation (GDPR).
- [Specification version 10 \(effective from 1 November 2021 to 30 September 2022\)](#) – the Specification was amended effective from 1 November 2021 in relation to remote working for Supervisors.
- [Specification version 9 \(effective from 7 June 2021 to 31 October 2021\)](#) – the Specification was amended effective from 7 June 2021 for Advice and Assistance for Pre-Charge Engagement introduced under the [Criminal Legal Aid \(Remuneration\) \(Amendment\) \(No.2\) Regulations 2021](#). A small number of minor clarificatory amendments were also made to the Specification, including the position on the court Duty Solicitor covering sending hearings.
- [Specification version 8 \(effective from 1 January 2021 to 6 June 2021\)](#) – the Specification was amended effective from 1 January 2021 to support the United Kingdom’s exit from the European Union on 31 December 2020.

- [Specification version 7 \(effective from 19 October 2020 to 31 December 2020\)](#) – the Specification was amended effective from 19 October 2020 for the Sending Hearing Fixed Fee introduced under the [Criminal Legal Aid \(Remuneration\) \(Amendment\) Regulations 2020](#).
- [Specification version 6 \(effective from 26 June 2020 to 18 October 2020\)](#) – the Specification was amended effective from 26 June 2020 for the Intensive Paper Review process rolled out in Parole Board cases.
- [Specification version 5 \(effective from 22 July 2019 to 25 June 2020\)](#) – the Specification was amended effective from 22 July 2019 to take account of new rules introducing a right to review Parole Board decisions (Parole Board Reconsideration Hearings).
- [Specification version 4 \(effective from 23 July 2018 to 21 July 2019\)](#) – the Duty Solicitor provisions (including the 14 hours’ requirement) of the Specification were amended effective from 23 July 2018.
- [Specification version 3 \(effective from 12 June 2018 to 22 July 2018\)](#) – the Specification was amended effective from 12 June 2018 following minor clarificatory changes on the scope of legal aid for Prison Law brought in by the [Criminal Legal Aid \(Amendment\) Regulations 2018](#).
- [Specification version 2 \(effective from 21 February 2018 to 11 June 2018\)](#) – the Specification was amended effective from 21 February 2018 following changes to the scope of legal aid for Prison Law brought in by the [Criminal Legal Aid \(Amendment\) Regulations 2017](#).

Standard Terms version 3 (effective from 1 January 2021 to 30 September 2022)

The Standard Terms were amended effective from 1 January 2021 to support the United Kingdom’s exit from the European Union on the 31 December 2020. The amendments are listed in the table below.

Clause	Amendment	Rationale
1.1	<i>Amended Defined Term</i> “ <i>Controller</i> ” 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;	This amendment was made to support the United Kingdom’s exit from the European Union on the 31 December 2020.

Clause	Amendment	Rationale
	<p>Amended Defined Term</p> <p>"Data Protection Legislation" 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, including the GDPR on and from 25 May 2018, the date upon which the GDPR applies (as set out in Article 99 (Entry into force and application) of the GDPR) 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>	As above.
	<p>Amended Defined term</p> <p>"Data Protection Impact Assessment" means as specified in the GDPR Data Protection Act 2018 and Relevant General Data Protection Regulations.</p>	As above.
	<p>Amended Defined term</p> <p>"Data Subject" means as specified in the GDPR Data Protection Act 2018 and Relevant General Data Protection Regulations.</p>	As above.
	<p>Amended Defined Term</p> <p>"GDPR" means the Relevant General Data Protection Regulations (Regulation (EU) 2016/679)</p>	As above.

Clause	Amendment	Rationale
	<p><i>Amended Defined Term</i></p> <p>"Joint Controllers" means as it is defined in the GDPR Data Protection Act 2018 and Relevant General Data Protection Regulations.</p> <p><i>Amended Defined Term</i></p> <p>"Personal Data" means as it is defined in the Data Protection Act 2018 and Relevant General Data Protection Regulations GDPR</p> <p><i>Amended Defined Term</i></p> <p>"Personal Data Breach" means as it is defined in the Data Protection Act 2018 and Relevant General Data Protection Regulations GDPR</p> <p><i>Amended Defined Term</i></p> <p>"Processing" means as it is defined in the Data Protection Act 2018 and Relevant General Data Protection Regulations GDPR and "Processed" and "Process" shall be construed accordingly</p> <p><i>Amended Defined Term</i></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>As above.</p> <p>As above.</p> <p>As above.</p> <p>As above.</p> <p>As above.</p>
1.5	<p><i>New Clause</i></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,</p>	<p>As above.</p>

Clause	Amendment	Rationale
	amended, extended, re-enacted or otherwise given effect on or after 11pm on 31 January 2020.	
13.4 (Amending the Contract to take account of other legislative changes)	<p>Amended Clause</p> <p>We may also make such amendments to the Contract as we consider necessary in the circumstances:</p> <p>(a) to comply with, or take account of, any U.K. legislation or any EU legislation having direct effect;</p> <p>(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;</p> <p>(c) to comply with the requirements of any regulatory body or tax or similar authority.</p>	As above.
16.7 (Yours and our Data Protection Legislation obligations)	<p>Amended Clause</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:</p> <p>(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;</p> <p>(b) the Data Subject has enforceable rights and effective legal remedies;</p> <p>(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</p> <p>(d) you comply with any reasonable instructions stipulated as a condition of giving our approval.</p>	As above.
16.15 (Yours and our Data Protection)	<p>Amended Clause</p> <p>Where you are Processing LAA Data, you will:</p>	As above.

Clause	Amendment	Rationale
Legislation obligations)	<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>	

Standard Terms version 2 (effective from 25 May 2018 to 31 January 2020)

The Standard Terms were amended effective from 25 May 2018 to take account of the introduction of the General Data Protection Regulation (GDPR). The amendments are listed in the table below.

Clause	Amendment	Rationale
1.1	<p><i>New Defined Term</i></p> <p>“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;</p>	<p>Amendments have been made to Clause 1.1 (Interpretation) of the Standard Terms. These amendments are consistent with the new legislation and the Procurement Policy Note (03/17) published by the Crown Commercial Service.</p>

Clause	Amendment	Rationale
1.1	<p><i>New Defined Term</i></p> <p>“Data Loss Event” means any event that results, or may result, in unauthorised access to Personal Data held by you under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;</p>	As above.
1.1	<p><i>Deleted Defined Term</i></p> <p>“Data” means as specified in the Data Protection Act 1998;</p>	As above.
1.1	<p><i>New Defined Term</i></p> <p>“Data Protection Impact Assessment” means as specified in the GDPR;</p>	As above.
1.1	<p><i>Amended Defined Term</i></p> <p>“Data Protection Legislation” means the Data Protection Act 1998 2018, the EU Data Protection Directive 95/46/EC 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, including the GDPR on and from 25 May 2018, the date upon which the GDPR applies (as set out in Article 99 (Entry into force and application) of the GDPR) and including where applicable the guidance and codes of practice</p>	As above.

Clause	Amendment	Rationale
	issued by the UK's Information Commissioner's Office and any generally accepted code of good practice;	
1.1	<p>Amended Defined Term</p> <p>"Data Subject" means as specified in the GDPR;</p>	As above.
1.1	<p>Amended Defined Term</p> <p>"GDPR" means the General Data Protection Regulation (Regulation (EU) 2016/679) of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC;</p>	As above.
1.1	<p>New Defined Term</p> <p>"Joint Controllers" means as it is defined in the GDPR;</p>	As above.
1.1	<p>Amended Defined Term</p> <p>"LAA Data" means:</p> <p style="padding-left: 40px;">a) the dData (including, drawings, diagrams, images or sounds (together with any database made up of any of these which is embodied in any electronic, magnetic, optical or tangible media)) which:</p> <p style="padding-left: 80px;">(i) are supplied to you by us or on our behalf;</p> <p style="padding-left: 80px;">(ii) you are required to Process pursuant to this Contract; or</p> <p style="padding-left: 40px;">b) any Personal Data for which we are the Data Controller but not including the Shared Data;</p>	As above.

Clause	Amendment	Rationale
1.1	<p><i>New Defined Term</i></p> <p>“Law Enforcement Purposes” means as it is defined in the Data Protection Act 2018;</p>	As above.
1.1	<p><i>New Defined Term</i></p> <p>“LED” means the Law Enforcement Directive (Directive (EU) 2016/680);</p>	As above.
1.1	<p><i>New Defined Term</i></p> <p>“Personal Data” means as it is defined in GDPR;</p>	As above.
1.1	<p><i>New Defined Term</i></p> <p>“Personal Data Breach” means as it is defined in the GDPR;</p>	As above.
1.1	<p><i>New Defined Term</i></p> <p>“Processing” means as it is defined in the GDPR and “Processed” and “Process” shall be construed accordingly;</p>	As above.
1.1	<p><i>New Defined Term</i></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>	As above.
1.1	<p><i>New Defined Term</i></p> <p>“Protective Measures” means the appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services,</p>	As above.

Clause	Amendment	Rationale
	<p>ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;</p>	
1.1	<p>Amended Defined Term</p> <p>"<i>Shared Data</i>" means Personal Data which is Processed in connection with the performance of this Contract by the Provider in respect of which the Provider is a Data Controller either alone or in common jointly with the LAA which will be transferred from the Provider to the LAA or which the LAA is entitled to request in accordance with this Contract including documents held on Contract Work files which are necessary for the conduct of the relevant Matter or case and which we may require in order to assess your compliance with your obligations under this Contract;</p>	As above.
1.1	<p>Deleted Defined Term</p> <p>"Minimum Term Review" means an application to the High Court to review a prisoner's minimum term and consider a reduction in the prisoner's tariff. These applications are made on the papers only;</p>	This definition was deleted from the Standard Terms because it was added to the Specification (version 2) (effective from 21 February 2018 to 11 June 2018).
1.26	<p>Amended Clause</p> <p>The definition of "Data Subject", "Personal Data", "Processing", "Process", "Processed", "Data Controller" and "Data Processor" are taken from the Data Protection Act 1998 and "Information" is taken from the Freedom of Information Act 2000.</p>	Minor amendment following the addition of the defined terms to Clause 1.1 (Interpretation) as set out above.
16.1 (Yours and our Data Protection Legislation obligations)	<p>Amended Clause</p> <p>For the purposes of the Data Protection Legislation it is the understanding of the parties that:</p> <p>a) in respect of Personal Data comprised within the</p>	This amendment sets out the obligations of the parties in relation to the statutory roles of Controller and Processor for the LAA Data, the Shared Data and other data.

Clause	Amendment	Rationale
	<p>Shared Data, LAA and you are Joint Data Controllers “in common” or “alone” (but not “jointly”) in respect of the Shared Data; A description of the Joint Controller relationship and related Processing activity is set out in the Data Security Guidance;</p> <p>b) in respect of Personal Data comprised within the LAA Data, LAA is a Controller and you are a Data Processor. in respect of Personal Data comprised within the LAA Data The only Processing that you are authorised to do in respect of the LAA Data is listed in the Data Security Guidance by us and may not be determined by you;</p> <p>c) you may be a Data Controller or Data Processor on behalf of Clients and Former Clients in respect of other Personal Data.</p>	
16.3 (Yours and our Data Protection Legislation obligations)	<p>Amended Clause</p> <p>In respect of the Shared Data:</p> <p>a) you will be responsible for and will at all times comply with the Data Controller’s obligations, under the Data Protection Legislation in respect of Processing carried out in connection with the performance of this Contract, including in respect of the confidentiality, integrity and security of that Shared Data and the transfer of that Shared Data to LAA as envisaged under this Contract;</p> <p>b) LAA will be responsible for compliance with the Data Protection Legislation in respect of that Shared Data which is actually received and Processed by LAA as a Data Controller;</p> <p>c) it is not expected that either us or you will be responsible under the Data Protection Legislation for a breach of the Data</p>	Minor amendment following the addition of the defined terms to Clause 1.1 (Interpretation) as set out above.

Clause	Amendment	Rationale
	Protection Legislation by the other party. Each party shall be solely responsible for its own compliance with the Data Protection Legislation.	
16.5 (Yours and our Data Protection Legislation Obligations)	<p>Amended Clause</p> <p>You will perform your obligations under this Contract in such a way that you do not cause us to breach any of our applicable obligations under the Data Protection Legislation, including by providing such assistance to us as is contemplated by Article 28(3)(e) and (f) (Processor) of the GDPR on and from the date the GDPR applies (as set out in Article 99 (Entry into force and application)).</p>	Amendments made to this clause to reflect the requirements of the incoming legislation.
16.6 (Yours and our Data Protection Legislation obligations)	<p>Amended Clause</p> <p>You will ensure that you obtain and maintain all consents, licences and registrations required to enable you to provide Personal Data to LAA as envisaged by this Contract, including consents from Clients, Former Clients, and Data Controllers (other than us) and such notifications with the Information Commissioner's Office as are required for you to comply with the Data Protection Legislation.</p>	Minor amendment following the addition of the defined terms to Clause 1.1 (Interpretation) as set out above.
16.7 (Yours and our Data Protection Legislation obligations)	<p>Amended Clause</p> <p>You will not transfer the LAA Data or Shared Data outside of the European Economic Area Union without unless you have obtained our express prior written approval and meet the following conditions;</p> <ul style="list-style-type: none"> 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 the LAA; b) the Data Subject has enforceable rights and effective legal remedies; 	These amendments set out the relevant provisions of legislation that must be adhered to when performing work under the Contract. These amendments are consistent with the Generic Standard GDPR Clauses in Annex A of the Procurement Policy Note (03/17) published by the Crown Commercial Service.

Clause	Amendment	Rationale
	<p>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</p> <p>d) you comply with any reasonable instructions stipulated as a condition of giving our approval.</p>	
16.8 (Yours and our Data Protection Legislation obligations)	<p>Amended Clause</p> <p>You will supply originals or copies of the LAA Data and Shared Data to us in accordance with Clause 9.1. You will not assert proprietary or other rights in law or in equity as a reason for not supplying LAA Data and Shared Data in accordance with this Contract. At our written direction, you will delete or return the LAA Data (and any copies of it) to us on expiry or termination of this Contract unless you are required by law to retain the LAA Data.</p>	A minor amendment to clarify the requirement on the provider to delete or return personal data to the LAA (in line with the new Data Protection Legislation) where the contract comes to an end.
16.9 (Yours and our Data Protection Legislation obligations)	<p>Amended Clause</p> <p>Without prejudice to Clause 16.3(a) in respect of the Shared Data and LAA Data Processed by you or on your behalf:</p> <p>a) you will take responsibility for preserving the confidentiality and integrity of LAA Data and Shared Data which is Processed by you and preventing the unauthorised disclosure, corruption or loss of such LAA Data or Shared Data;</p> <p>b) you will take responsibility for ensuring that up-to-date backups of the LAA Data and Shared Data which is in electronic format are stored offsite;</p> <p>c) you must ensure that Protective Measures (including but not limited to compliance will comply with the Data</p>	Amendments have been made to this clause to reflect the requirements of the incoming legislation. These amendments are consistent with the Generic Standard GDPR Clauses in Annex A of the Procurement Policy Note (03/17) published by the Crown Commercial Service.

Clause	Amendment	Rationale
	<p>Security Requirements) are in place to protect against a Data Loss Event, having taken into account of the nature of the data to be protected, the harm that might result from a Data Loss Event, the state of technological development and the cost of implementing any measures;</p> <p>d) you will have regard to the Data Security Guidance and any guidance issued by the Information Commissioner's Office;</p> <p>e) you will ensure that any system on which you hold any LAA Data and Shared Data, including backup information, is a secure system that complies with your obligations under Clause 16.9(c) and you will provide us with a written description of the technical and organisational methods employed by you for Processing such dData (within the timescales required by us) if so requested by us;</p> <p>f) in respect of any of your personnel and any third parties appointed by you pursuant to Clause 3 who have access to Personal Data:</p> <p>(i) you will take all reasonable steps to ensure the reliability and integrity of any of your such personnel and any or third parties so appointed who have access to Personal Data;</p> <p>(ii) pursuant to Clause 3 who have access to such data and you will ensure that such personnel are informed of it's the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by LAA or as otherwise permitted by this Contract;</p> <p>(iii) and you will ensure that such personnel are aware and comply with your obligations under Clauses</p>	

Clause	Amendment	Rationale
	<p>15, 16 and 17 and comply with those obligations; and</p> <p>(iv) you will ensure that sure any such personnel or third parties so appointed have undergone adequate training in the use, care, protection and handling of Personal Data; and</p> <p>(v) you will ensure that any such personnel or third parties so appointed are subject to appropriate confidentiality undertakings with you or any such third party.</p> <p>(g) you will immediately report to the LAA any incident that results in the disclosure of LAA Data and Shared Data to unauthorised recipients Data Loss Event of which you become aware.</p>	
<p>16.12 (Yours and our Data Protection Legislation obligations)</p>	<p>Amended Clause</p> <p>You will notify us (within five Business Days) if you receive:</p> <p>a) a request from a Data Subject to have access to that person's Personal Data within the LAA Data or Shared Data; or</p> <p>b) a request to rectify, block or erase and Personal Data contained within the LAA Data or Shared Data, or</p> <p>c) a complaint, request or any other communication relating to our obligations or yours under the Data Protection Legislation in connection with the LAA Data or Shared Data; or</p> <p>d) any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under this</p>	<p>Amendments made to this clause to reflect the requirements of the incoming legislation.</p> <p>These amendments are consistent with the Generic Standard GDPR Clauses in Annex A of the Procurement Policy Note (03/17) published by the Crown Commercial Service.</p>

Clause	Amendment	Rationale
	<p>Contract a request (other than an access request under section 7 of the Data Protection Act 1998) relating to our Processing under the Data Protection Legislation in connection with the LAA Data or Shared Data.</p>	
<p>16.13 (Yours and our Data Protection Legislation obligations)</p>	<p>Amended Clause</p> <p>You will provide us with full co-operation and assistance in relation to any complaint or request made, in respect of LAA Data or Shared Data upon request including by:</p> <ul style="list-style-type: none"> a) providing us with full details of the any complaint, or request or communication if it is received by you; b) complying with any request by a Data Subject data subject access request within the relevant timescales set out in the Data Protection Legislation in respect of the Shared Data where you are the Data Controller receiving the request; c) providing us with any other information or assistance as requested by us; d) assisting us in relation to any Data Loss Event or any event giving rise to a notification by you under Clause 16.11; e) assisting us in relation to any communication from the Information Commissioner’s Office or any other regulatory authority; f) assisting us in the preparation of any Data Protection Impact Assessment. 	<p>Amendments made to this clause to reflect the requirements of the incoming legislation.</p> <p>These amendments are consistent with the Generic Standard GDPR Clauses in Annex A of the Procurement Policy Note (03/17) published by the Crown Commercial Service.</p>

Clause	Amendment	Rationale
<p>16.15 (Yours and our Data Protection Legislation obligations)</p>	<p>Amended Clause</p> <p>Where you are Processing You will in relation to LAA Data, you will:</p> <ul style="list-style-type: none"> 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); b) implement such technical and organisational measures as are required to enable you to Process such LAA Data in compliance with obligations equivalent to those imposed on us by the Seventh Principle of the Data Protection Act 1998 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) on and from the date GDPR applies (as set out in Article 99 (Entry into force and application of the GDPR)). 	<p>Minor amendments to reflect the changes in legislation.</p>
<p>16.16 (Yours and our Data Protection Legislation obligations)</p>	<p>New Clause</p> <p>(a) In relation to Personal Data comprised within the LAA Data and the Shared Data which is Processed for Law Enforcement Purposes, you will:</p> <ul style="list-style-type: none"> i. maintain logs for your processing operations in respect of: 	<p>The LAA is falls under the definition of a "Competent Authority" as set out in Schedule 7 of the LED. This clause has been inserted to reflect the requirements which apply when processing personal data for law enforcement purposes.</p>

Clause	Amendment	Rationale
	<p>ii. collection;</p> <p>iii. alteration;</p> <p>iv. consultation;</p> <p>v. disclosure (including transfers);</p> <p>vi. combination; and</p> <p>vii. erasure,</p> <p>(together the “Logs”);</p> <p>(b) ensure that:</p> <p>(i)the Logs of consultation make it possible to establish the justification for, and date and time of, the consultation; and asfar as possible, the identity of the person who consulted the data;</p> <p>(ii) the Logs of disclosure make it possible to establish the justification for, and date and time of, the disclosure, and theidentity of the recipients of the data; and</p> <p>(iii)the Logs are made available to us, including for us to provide to the Information Commissioner’s Office, on request;</p> <p>(c) use the Logs only to:</p> <p>(i)verify the lawfulness of Processing;</p> <p>(ii)assist with our self-monitoring or (as the case may be) your self- monitoring, including the conduct of internal disciplinary proceedings;</p>	<p>These amendments are consistent with the Generic Standard GDPR Clauses in Annex A of the Procurement Policy Note (03/17) published by the Crown Commercial Service.</p>

Clause	Amendment	Rationale
	<p>(iii)ensure the integrity of Personal Data; and</p> <p>(iv)assist with criminal proceedings;</p> <p>(d) as far as possible, distinguish between Personal Data based on fact and Personal Data based on personal assessments; and</p> <p>(e) where relevant and as far as possible, maintain a clear distinction between Personal Data relating to different categories of Data Subject, for example:</p> <p>(i)persons suspected of having committed or being about to commit a criminal offence;</p> <p>(ii)persons convicted of a criminal offence;</p> <p>(iii)persons who are or maybe victims of a criminal offence; and</p> <p>(iv)witnesses or other persons with information about offences.</p>	
<p>16.167 (Yours and our Data Protection Legislation obligations)</p>	<p><i>Amended Clause</i></p> <p>Without prejudice to Clause 4.4 and Clause 19, you indemnify us and keep us indemnified, without delay, against all losses, costs, claims, damages, actions, expenses, fines, administrative penalties and other liabilities of whatever nature incurred by us as a result (directly or indirectly) of your failure to comply with Clauses 16.1 to 16.165 or any of your obligations under the Data Protection Legislation.</p>	<p>Minor amendment to ensure that the clause includes reference to fines and administrative penalties which could be imposed following a failure to comply with the new legislation, against which the provider must indemnify the LAA if such a fine or administrative penalty is imposed following a breach by the Provider of their obligations.</p>

Specification version 10 (effective from 1 November 2021 to 30 September 2022)

The Specification was amended effective from 1 November 2021 in relation to remote working for Supervisors. The amendments are listed in the table below.

Paragraph	Amendment	Rationale
2.7	<p>Amended Paragraph</p> <p>Supervisors must at all times during their working hours (except as required for the proper performance of their role such as attending court and/or Clients) work from one or any combination of your Offices be accessible to those they supervise.</p>	<p>This amendment replaces the need for Supervisors to be in the Office at all times during their working hours (when not attending court and/or clients etc) with a requirement to instead be accessible to those that they supervise.</p>
2.17	<p>Amended Paragraph</p> <p>Arrangements must be in place to ensure that each Supervisor is able to conduct their role effectively including, but not limited to, the following:</p> <p>(a) designating time to conduct supervision of each Designated Fee Earner or Caseworker;</p> <p>(b) designating time to be in Offices where Contract Work is being conducted designating at least one day per calendar month to be in attendance at each Office at which they supervise staff (which must coincide with attendance by staff supervised); and</p> <p>(c) ensuring that the level of supervision provided reflects the skills, knowledge and experience of the individual Designated Fee Earner or Caseworker.</p>	<p>This amendment supplements the above flexibility with a requirement for Supervisors to designate at least one day per calendar month to be in attendance at each Office at which they supervise staff (which must coincide with attendance by staff supervised).</p>
2.19	<p>Amended Paragraph</p> <p>Where a Designated Fee Earner or Caseworker undertakes Contract Work in a location other than where their Supervisor is based, the</p>	<p>This amendment is to clarify that where a Supervisor and Caseworker(s) are not based in the same location the</p>

Paragraph	Amendment	Rationale
	Supervisor must conduct, as a minimum, face-to-face supervision at least once per calendar month with the parties present in the same physical location.	Supervisor must conduct, as a minimum, face-to-face supervision at least once per calendar month with the parties present in the same physical location.

Specification version 9 (effective from 7 June 2021 to 31 October 2021)

The Specification was amended effective from 7 June 2021 for Advice and Assistance for Pre-Charge Engagement introduced under the [Criminal Legal Aid \(Remuneration\) \(Amendment\) \(No.2\) Regulations 2021](#). A small number of minor clarificatory amendments were also made to the Specification, including the position on the court Duty Solicitor covering sending hearings.

The amendments are listed in the two tables below:

- Amendments to the Specification for Advice and Assistance for Pre-Charge Engagement;
- Other Amendments to the Specification.

Amendments to the Specification for Advice and Assistance for Pre-Charge Engagement

Paragraph	Amendment	Rationale
1.2	<i>New Defined Term</i> "Attorney General's Guidelines on Disclosure" means guidelines issued by the Attorney General for investigators, prosecutors and defence practitioners on the application of the disclosure regime contained in the Criminal Procedure and Investigations Act 1996 ('CPIA') Code of Practice Order 2020, as effective and amended from time to time;	This new defined term relates to the new section on Advice and Assistance for Pre-Charge Engagement at Paragraphs 9.113 to 9.137.

Paragraph	Amendment	Rationale
1.2	<p><i>Amended Defined Term</i></p> <p>"Police Station Attendance Fixed Fee" means the fee payable for all work done on the Matter relating to Police Station attendance, including time spent advising the Client, travelling to and from the Police Station and waiting in relation to initial and subsequent visits to the Police Station. It also includes all letters and telephone calls and other work done outside the Police Station in relation to a Matter where at least one Police Station attendance has been given. It does not include Advice and Assistance to a Client who has entered into Pre-Charge Engagement on disclosure with prosecutors and/or investigators after the first PACE interview during a Criminal Investigation;</p>	<p>This amended defined term relates to the new section on Advice and Assistance for Pre-Charge Engagement at Paragraphs 9.113 to 9.137.</p>
1.2	<p><i>New Defined Term</i></p> <p>"Pre-Charge Engagement" means voluntary engagement on disclosure which has been agreed (either formally or informally) by all parties to an investigation (prosecutors and/or investigators, suspects and suspect's legal representatives) and which takes place after the first PACE interview, and before any suspect has been formally charged in accordance with the Attorney General's Guidelines on Disclosure as appropriate. It may not be Claimed as Contract Work under Police Station Advice and Assistance or Free Standing Advice and Assistance;</p>	<p>This new defined term relates to the new section on Advice and Assistance for Pre-Charge Engagement at Paragraphs 9.113 to 9.137.</p>
1.3	<p><i>New Unit of Work in the Criminal Investigations Class of Work</i></p> <p>Advice and Assistance for Pre-Charge Engagement provided in accordance with the Attorney General's Guidelines on Disclosure</p>	<p>This amendment is to confirm Advice and Assistance for Pre-Charge Engagement as a new Unit of Work (Work conducted outside the Police Station in the Criminal Investigations</p>

Paragraph	Amendment	Rationale
		Class of Work) in the table at Paragraph 1.3.
Heading before 9.113	<p><i>New Heading</i></p> <p>Advice and Assistance for Pre-Charge Engagement provided in accordance with the Attorney General's Guidelines on Disclosure</p>	
	<p><i>New Sub-Heading</i></p> <p>Scope</p>	
9.113	<p><i>New Paragraph</i></p> <p>This Unit of Work covers Advice and Assistance to a Client on Pre-Charge Engagement only. You may only provide Advice and Assistance after the first PACE interview and where there is an agreement (either formally or informally) between the Client and the prosecutors and/or investigators to undertake Pre-Charge Engagement.</p>	<p>This new paragraph is to confirm that Pre-Charge Engagement may only take place after the first PACE interview, as set out in the Attorney General's Guidelines on Disclosure.</p> <p>The paragraph is also to confirm that Advice and Assistance may only be provided where there is an agreement between the Client and the prosecutors and/or investigators to undertake Pre-Charge Engagement.</p>
9.114	<p><i>New Paragraph</i></p> <p>You may not provide Advice and Assistance under this Unit of Work for any communication with prosecutors and/or investigators which takes place outside of Pre-Charge Engagement. In addition, you may not provide Advice and Assistance under this Unit of Work after the Criminal Investigation has concluded, either by way of the Client being</p>	<p>This new paragraph is to confirm that matters outside of Pre-Charge Engagement, as defined by the Attorney General's Guidelines on Disclosure, may not be claimed as Advice and Assistance under this Unit of Work.</p>

Paragraph	Amendment	Rationale
	charged or reported for summons, or the Matter having been disposed of in any other way.	
	<i>New Sub-Heading</i> Qualifying Criteria	
9.115	<i>New Paragraph</i> The Sufficient Benefit Test set out in Section 3 must always be satisfied before providing any Advice and Assistance under this Unit of Work.	This new paragraph is to confirm that the standard Sufficient Benefit Test in Section 3 applies to Advice and Assistance for Pre-Charge Engagement.
9.116	<i>New Paragraph</i> The Sufficient Benefit Test is satisfied only where there is an agreement (either formally or informally) between the Client and the prosecutors and/or investigators to undertake Pre-Charge Engagement.	This new paragraph is to confirm that Advice and Assistance may only be provided where there is an agreement (either formally or informally) between the Client and the prosecutors and/or investigators to undertake Pre-Charge Engagement.
9.117	<i>New Paragraph</i> There is no Financial Eligibility Test under this Unit of Work.	This new paragraph is to confirm there is no Financial Eligibility Test for Advice and Assistance for Pre-Charge Engagement.
	<i>New Sub-Heading</i> Application Procedures	
9.118	<i>New Paragraph</i>	This new paragraph is to confirm that Providers may self grant Advice and Assistance for Pre-Charge Engagement.

Paragraph	Amendment	Rationale
	<p>You are delegated the function to self grant Legal Aid in Matters in this Unit of Work, subject to the Matter passing the Sufficient Benefit Test.</p>	
9.119	<p><i>New Paragraph</i></p> <p>A determination that an individual qualifies for Advice and Assistance under this Unit of Work may be made without an application form provided that a note of the determination (in accordance with Paragraph 9.120) is made on the file either before the Advice and Assistance is to be provided or, if provided at short notice, as soon as practicable thereafter. The determination must be made by a qualified Solicitor who is a Designated Fee Earner, or a Supervisor (excluding a Prison Law Supervisor).</p>	<p>This new paragraph is to confirm that an application form does not need to be completed for Advice and Assistance for Pre-Charge Engagement.</p>
9.120	<p><i>New Paragraph</i></p> <p>You may make a determination that an individual qualifies for Advice and Assistance under this Unit of Work only where the Matter falls within the scope of this Unit of Work.</p> <p>You must record the following on file:</p> <ul style="list-style-type: none"> (a) the Client’s name and address; (b) the UFN; and (c) details of the relevant Unit of Work and confirmation that there has been agreement (either formally or informally) between the Client and the prosecutors and/or investigators and that the Matter falls within the scope of Paragraphs 9.113 to 9.114. 	<p>Point (c) of this new paragraph may be satisfied by a file note detailing the oral or written agreement between the Client and the prosecutors and/or investigators to undertake Pre-Charge Engagement.</p>

Paragraph	Amendment	Rationale
	<p><i>New Sub-Heading</i></p> <p>Previous Advice and Assistance</p>	
9.121	<p><i>New Paragraph</i></p> <p>You may not make a Claim for Advice and Assistance given to a Client who has received Advice and Assistance for the same Matter from another Provider within the six months preceding the application, except where:</p> <ul style="list-style-type: none"> (a) there is a gap in time and circumstances have changed materially between the first and second occasions when the Advice and Assistance was sought; or (b) the Client has reasonable cause to transfer from the first Provider e.g. conflict of interest; or (c) the first Provider has confirmed to you that he or she will be making no Claim for payment for the Advice and Assistance. <p>When providing Advice and Assistance in the circumstances set out in this Paragraph you must record the justification for doing so on the file. For the avoidance of doubt, this is a Delegated Function.</p>	<p>New paragraphs 9.121 to 9.127 set out the circumstances in which a Provider may Claim for Advice and Assistance on Pre-Charge Engagement where another Provider has provided previous Advice and Assistance on Pre-Charge Engagement in the same Matter. These paragraphs are standard paragraphs in the Specification on previous Advice and Assistance.</p>
9.122	<p><i>New Paragraph</i></p> <p>If a Client changes Designated Fee Earner within the same organisation or a Designated Fee Earner moves to work for a</p>	<p>As above.</p>

Paragraph	Amendment	Rationale
	<p>different Provider and continues to advise the Client, then there will not have been Advice and Assistance from 'another Provider' for the purposes of Paragraph 9.121 and the second or subsequent Provider may not Claim for Advice and Assistance in addition to the first Provider. However, if the Client instructs another Provider and the same Solicitor does not continue to provide Advice and Assistance to the Client, this will be Advice and Assistance from 'another Provider'.</p>	
9.123	<p><i>New Paragraph</i></p> <p>You cannot Claim for Advice and Assistance under the terms of any of the exceptions contained in Paragraphs 9.121(a) to (c) above where:</p> <p style="padding-left: 40px;">(a) The Client simply disagrees with the first advice and wants a second opinion;</p> <p style="padding-left: 40px;">(b) There is only a short time between the first and second occasions when the Advice and Assistance is sought and no material change of circumstances has occurred;</p> <p style="padding-left: 40px;">(c) The change requested is from a second to a third As above. Provider (unless exceptionally it is reasonable for a further change); or</p>	As above.

Paragraph	Amendment	Rationale
	<p>(d) There is no reasonable explanation for the Client seeking further Advice and Assistance from a new Provider.</p>	
9.124	<p><i>New Paragraph</i></p> <p>Where Advice and Assistance is provided in contravention of the terms of Paragraph 9.121, then the work undertaken must not be claimed or paid as Contract work.</p>	As above.
9.125	<p><i>New Paragraph</i></p> <p>If the Client has received previous Advice and Assistance but you provide further Advice and Assistance under Paragraph 9.121, you must assign a new UFN and must make a note on the file to confirm that Advice and Assistance has been given previously by another Provider. In addition, the Client must meet the Qualifying Criteria.</p>	As above.
9.126	<p><i>New Paragraph</i></p> <p>You must ascertain whether previous Advice and Assistance has been provided in the same Matter by making reasonable enquiries of your Client at the earliest opportunity. If the Client has received Advice and Assistance, and the circumstances at 9.121(a) to (c) do not apply, you must either provide Advice and Assistance and not make a Claim for it, or require the Client</p>	As above.

Paragraph	Amendment	Rationale
	to contact the Provider who provided the original Advice and Assistance.	
9.127	<p><i>New Paragraph</i></p> <p>If you provide Advice and Assistance where previous Advice and Assistance has been given for the same Matter by another Provider then any work undertaken by the previous Solicitor will not count for the purposes of the Upper Limit applicable for this Unit of Work.</p>	As above.
	<p><i>New Sub-Heading</i></p> <p>Further instructions after a Matter ends or a Claim has been submitted</p>	
9.128	<p><i>New Paragraph</i></p> <p>Where you have previously provided Advice and Assistance to a Client in relation to a Matter, and you have already claimed for the Matter in a Claim submitted to us in accordance with the terms of this Specification, then any further Advice and Assistance provided to the Client in relation to the same Matter must be the subject of a separate application. The original Upper Limit (as extended) will continue to apply, where relevant.</p>	New paragraphs 9.128 to 9.130 set out the position where further instructions on Pre-Charge Engagement are received after the Matter ends or a Claim has been submitted. These paragraphs are standard paragraphs in the Specification on further instructions.

Paragraph	Amendment	Rationale
9.129	<p><i>New Paragraph</i></p> <p>It will not be reasonable to provide Advice and Assistance in relation to a Matter where you have previously provided it unless there are substantive issues outstanding from the first occasion when Advice and Assistance was provided or there has been a material development or change in the Client's circumstances such that further Advice and Assistance is required.</p>	As above.
9.130	<p><i>New Paragraph</i></p> <p>If you provide further Advice and Assistance under Paragraph 9.128 then:</p> <ul style="list-style-type: none"> (a) You must establish that any Qualifying Criteria are met, where relevant; (b) your file must make reference to any previous closed file and the files must be kept together for Audit purposes; (c) you must assign a new UFN to the new Matter; and (d) you may need to consider an extension to the upper limit where appropriate, unless the previous limit was not exhausted. 	As above.

Paragraph	Amendment	Rationale
	<p><i>New Sub-Heading</i></p> <p>Rules on Claiming</p>	
9.131	<p><i>New Paragraph</i></p> <p>A single Claim must be submitted for all Advice and Assistance undertaken under this Unit of Work for a Client in the same Matter irrespective of the number of attendances or occasions on which advice is given, except where a Claim under this Unit of Work has been submitted already for the same Matter because Paragraph 9.133(c) below applies.</p>	<p>This is a standard paragraph in the Specification for the Rules on Claiming.</p>
9.132	<p><i>New Paragraph</i></p> <p>If Police Station Advice and Assistance is claimed and you also provide Advice and Assistance to the same Client on the same Matter under this Unit of Work, then the same UFN must be assigned but the Pre-Charge Engagement Advice and Assistance work must be claimed at the appropriate rate and separately from any Claim for Police Station Advice and Assistance and/or Free Standing Advice and Assistance.</p>	<p>This paragraph is to confirm that Advice and Assistance for Pre-Charge Engagement should be claimed separately from Police Station Advice and Assistance and/or Free Standing Advice and Assistance, although the same UFN should be used for both claims.</p>
9.133	<p><i>New Paragraph</i></p> <p>A Claim must only be submitted when:</p> <p style="padding-left: 40px;">(a) the Criminal Investigation has been concluded, either by way of the Client being charged or reported for summons, or the Matter has been disposed of in any other way; or</p>	<p>This is a standard paragraph in the Specification for the Rules on Claiming.</p>

Paragraph	Amendment	Rationale
	<p>(b) it is known that no further work under this Unit of Work will be undertaken for the Client in the same Matter; or</p> <p>(c) it is unclear whether further work will be required under this Unit of Work and a minimum of one month has elapsed since the last work in the Matter was undertaken.</p>	
9.134	<p><i>New Paragraph</i></p> <p>Where you have provided Advice and Assistance under this Unit of Work to more than one Client in respect of the same Investigation, you must submit a separate Claim for each Client using the Contract Report Form. You must apportion the time spent between each Claim and retain on file a breakdown of the total time spent and the work undertaken for each individual Client. You must assign a separate UFN to each Client in accordance with this Specification and Contract Guide.</p>	This is a standard paragraph in the Specification for the Rules on Claiming.
9.135	<p><i>New Paragraph</i></p> <p>If Advice and Assistance for Pre-Charge Engagement is claimed and you subsequently provide Advocacy Assistance to the same Client on the same Matter, then the same UFN must be assigned but the Advocacy Assistance work must be claimed at the appropriate rate and separately from any claim for Advice and Assistance.</p>	This is a standard paragraph in the Specification for the Rules on Claiming.

Paragraph	Amendment	Rationale
	<p><i>New Sub-Heading</i></p> <p>Payment</p>	
9.136	<p><i>New Paragraph</i></p> <p>You must claim for work undertaken in this Unit of Work at the Hourly Rates as set out in the Criminal Remuneration Regulations. Disbursements may be claimed under this Unit of Work. Travel and waiting time may not be claimed.</p>	<p>This amendment is to confirm that disbursements may be claimed under Advice and Assistance for Pre-Charge Engagement, but not travel and waiting time.</p>
	<p><i>New Sub-Heading</i></p> <p>Limits on Claims</p>	
9.137	<p><i>New Paragraph</i></p> <p>Subject to any extensions granted following an application made under Paragraphs 5.8 to 5.19, the Upper Limit specified in the Criminal Remuneration Regulations applies to work undertaken under this Unit of Work and operates as a Costs Limitation. This includes where multiple Claims are submitted for the work pursuant to Paragraph 9.133(c). It does not extend to work undertaken under any other Unit of Work for the Client in the same Matter.</p>	<p>This amendment is to confirm that there is an Upper Limit for Advice and Assistance for Pre-Charge Engagement.</p>
9.160	<p><i>Amended Paragraph</i></p> <p>If you provide Free Standing Advice and Assistance where you have attended a Police Station in accordance with the Police Station Advice and Assistance Unit of Work, you must not make a separate Claim other than for the Police Station Attendance Fixed Fee for that work. Subject to paragraph 9.132, a single Claim must be submitted for</p>	<p>This amendment is to confirm that Advice and Assistance for Pre-Charge Engagement may be claimed separately from all other Advice and Assistance work undertaken in the Criminal Investigations Class of Work for a Client in the same Matter.</p>

Paragraph	Amendment	Rationale
	all Advice and Assistance work undertaken in the Criminal Investigations Class of Work for a Client in the same Matter irrespective of the number of attendances or occasions on which advice is given, except where a Claim has been submitted already for the same Matter because Paragraph 9.161(a) or (d) apply.	
9.138 to 9.212		Paragraphs 9.138 to 9.212 were previously numbered Paragraphs 9.113 to 9.187, but have been re-numbered following the insertion of the Advice and Assistance for Pre-Charge Engagement section from Paragraphs 9.113 to 9.137.

Other Amendments to the Specification

Paragraph	Amendment	Rationale
1.2	Amended Paragraph "Call In" or "Call In Scheme" means the magistrates' court Panel Duty Scheme which is operated by a court contacting contracting the Duty Solicitor directly as and when he or she is required at court;	This amendment corrects a typographical error.
1.2	Amended Paragraph "Special Request" is a request identified to you as such by the DSCC. Special Requests may include, for example: requests where Criminal Defence Direct consider that, because of a conflict of interest, the request should be handled by you (instead of by a Criminal Defence Direct Telephone Adviser); or considers that Advocacy Assistance is	This amendment corrects a typographical error.

Paragraph	Amendment	Rationale
	required; or considers that one of the other exceptions in Section 8 9 applies;	
2.5	<p>Amended Paragraph</p> <p>Where your Schedule authorises you to undertake Contract Work in the Appeals and Reviews Class of Work only; you must Employ at least one Full Time Equivalent Supervisor who meets the supervisor standards set out in Paragraph 2.26.</p>	This amendment corrects a typographical error.
3.18	<p>Amended Paragraph</p> <p>You must notify the Client of the right to apply to the Independent Funding Adjudicator for a review of your decision not to make a determination that the Client qualifies for, or to withdraw Advocacy Assistance, or our decision not to extend the relevant Upper Limit (see Section 5). If your Client decides to do this, you must inform him or her of the time limit and the approved form required and must keep a record of this on file. In relation to an appeal against a decision not to extend the Upper Limit, an Independent Funding Adjudicator’s powers are to grant the extension, part grant the extension or to refuse the extension.</p>	This amendment is to clarify the role of the Independent Funding Adjudicator in relation to cost limit appeals.
5.8	<p>Amended Paragraph</p> <p>You may Claim Contract Work only up to the amount of any Upper Limit set out in the Criminal Remuneration Regulations. Representation Orders issued in Prescribed Proceedings in the Crown Court any court save for those Prescribed Proceedings in the magistrates’ court/youth court are subject to an Upper Limit which applies in the same way as a Costs Limitation. If you consider that your costs will exceed the Upper Limit you must apply to us for a formal extension under Paragraphs 5.19 to 5.14. You must continue to have regard to any Qualifying Criteria throughout the Matter or</p>	This amendment is to confirm that all Prescribed Proceedings, not only those in the Crown Court, are subject to an Upper Limit unless they are in the magistrates’ court/youth court.

Paragraph	Amendment	Rationale
	Case, and must only perform such work as is reasonable in each Matter or Case. Paragraphs 5.6 and 5.7 and any relevant provisions in the Costs Assessment Manual will be applied on Assessment.	
5.41	<p>Amended Paragraph</p> <p>Section B Disbursements which may not be incurred</p> <p>Court fees unless for a search/photocopies or relating to civil court venues</p>	The amendment in Section B is to confirm that court fees in civil court venues may be claimed as a disbursement.
8.10	<p>Amended Paragraph</p> <p>In accordance with section 28(2) of the Act, where an agreement or order provides for costs to be paid by any other party in favour of a Client for whom you have been providing Representation in the High Court, county court, Crown Court or magistrates' court under this Contract then you may retain the element of any costs recovered under that agreement or order which exceeds the amount paid or payable to you by us in relation to the relevant dispute or proceedings under the terms of this Contract.</p>	This amendment is for clarity.
9.33	<p>Amended Paragraph</p> <p>A Solicitor supervising Representatives must document, within 7 days of the Representative's inclusion on the Police Station Register:</p> <p>(a) the dates by which each test(s) must be passed in the following preceding 12 months in order to avoid suspension from the Register; and</p>	This amendment is to make a correction.

Paragraph	Amendment	Rationale
	<p>(b) the process that the supervising Solicitor will use to ensure that the Representative's work is quality assured.</p> <p>Failure to comply with this requirement will be construed as a serious shortcoming in supervision justifying suspension under Paragraph 9.37 below.</p>	
9.99	<p>Amended Paragraph</p> <p>You may use the Duty Solicitor serious offence rates in your calculation for frø Escape Fee Cases provided that:</p>	This amendment corrects a typographical error.
10.9	<p>Amended Paragraph</p> <p>A Duty Solicitor must not provide Advocacy Assistance to a Client at a hearing where they are committed to or sent to the Crown Court for trial under section 51 of the Crime and Disorder Act 1998 or at a not guilty trial, nor, subject to Paragraph 10.8(e), (f) and (g) above, Advice and Assistance and/or Advocacy Assistance to a Client in connection with a non-imprisonable offence.</p>	This amendment is to clarify that a Client may be represented by the Duty Solicitor in a sending hearing.
10.14	<p>Amended Paragraph</p> <p>An application for a determination that an individual qualifies for Representation must not be made by you (or anyone working under your Contract) for any Case that concludes or is sent to the Crown Court on the same day as the court Duty Solicitor session where you have acted as court Duty Solicitor on that Case. Such work must be claimed at the court Duty Solicitor rates set out in the Criminal Remuneration Regulations unless the Case was not within the scope of this Unit of Work. For the avoidance of doubt, when acting as Court Duty Solicitor, where the case is sent to the Crown Court, you may make an application for Representation in the Crown Court, but you may not claim the Sending Hearing Fixed Fee.</p>	These amendments are to clarify that where the Duty Solicitor represents a Client at a sending hearing, that representation should form part of the Court Duty claim.

Paragraph	Amendment	Rationale

Specification version 8 (effective from 1 January 2021 to 6 June 2021)

The Specification was amended effective from 1 January 2021 to support the United Kingdom's exit from the European Union on the 31 December 2020. The amendment is listed in the table below.

Paragraph	Amendment	Rationale
4.31 (Postal Applications)	<p>Amended Paragraph</p> <p>You may exercise the Delegated Function to accept an application for Advice and Assistance by post from a Client where it is reasonable to do so, but not where the Client is resident outside the European Union UK unless;</p> <ul style="list-style-type: none"> a. such residence is purely temporary and the Client cannot can without serious disadvantage delay the application until he or she has returned to England or Wales; or b. the Advice and Assistance could not be applied for on the same Matter by a person resident in England or Wales; or c. it is otherwise reasonable to accept the application. 	<p>This amendment was made to support the United Kingdom's exit from the European Union on the 31 December 2020.</p>

Specification version 7 (effective from 19 October 2020 to 31 December 2020)

The Specification was amended effective from 19 October 2020 for the Sending Hearing Fixed Fee introduced under the [Criminal Legal Aid \(Remuneration\) \(Amendment\) Regulations 2020](#). The amendments are listed in the table below.

Paragraph	Amendment	Rationale
1.2 (Defined terms)	<p><i>New Defined Term</i></p> <p>"Sending Hearing Fixed Fee" means the fee payable under Schedule 4 of the Remuneration Regulations in respect of cases which are committed to or sent to the Crown Court for trial under s. 51 of the Crime and Disorder Act 1998</p>	This is to provide a definition in the Specification for the new Sending Hearing Fixed Fee.
1.2 (Defined terms)	<p><i>Amended Defined Term</i></p> <p>"Undesignated Area Standard Fee" has the meaning given to it in Section 10 &;</p>	This amendment corrects a typo. The undesignated area standard fee is set out in section 10, rather than section 8.
1.3	<p><i>New Unit of Work in the Criminal Proceedings Class of Work</i></p> <p>Representation in the magistrates' court under a Representation Order in Proceedings that are sent to the Crown Court for trial</p>	This amendment adds a new Unit of Work for the Sending Hearing Fixed Fee into the Criminal Proceedings Class of Work (the section for this Unit of Work is from paragraph 10.131 below).
5.20(b)	<p><i>Amended Paragraph</i></p> <p>Subject to Paragraphs 5.21 and 5.22, we will make Monthly Payments in respect of the following Contract Work in accordance with the Monthly Payment Protocol:</p> <p>(b) in the Criminal Proceedings Class of Work, all Units of Work including Crown Court Representation in Prescribed Proceedings or as specified in Paragraph 10.145132 or 11.62, but excluding Crown Court</p>	The introduction of a new section for the Sending Hearing Fixed Fee at paragraphs 10.131 to 10.143 has changed some of the numbering in the Specification. This amendment gives the relevant Paragraph its new number.

Paragraph	Amendment	Rationale
	Representation where the payment is governed by the Criminal Remuneration Regulations;	
5.25	<p>Amended Paragraph</p> <p>Where a Representation Order is issued for Crown Court work (excluding Prescribed Proceedings or as specified under Paragraph 10.145 132) or in respect of Appeals and Reviews Representation under a Representation Order issued by the Court of Appeal (Criminal Division), or Administrative Court, you must submit your claim in accordance with the Criminal Remuneration Regulations.</p>	The introduction of a new section for the Sending Hearing Fixed Fee at paragraphs 10.131 to 10.143 has changed some of the numbering in the Specification. This amendment gives the relevant Paragraph its new number.
8.4	<p>Amended Paragraph</p> <p>All Claims made under the same Representation Order or relating to the same Case or Matter must be submitted together (other than the Sending Hearing Fixed Fee which is claimable after a Case is sent to the Crown Court).</p>	This amendment is to confirm that the Sending Hearing Fixed Fee should not be claimed with the LGFS Claim at the end of the Crown Court proceedings and may be claimed separately when the case is sent to the Crown Court for trial.
10.9	<p>Amended Paragraph</p> <p>A Duty Solicitor must not provide Advocacy Assistance to a Client at a hearing where they are committed to or sent to the Crown Court for trial under section 51 of the Crime and Disorder Act 1998 in committal proceedings or at a not guilty trial, nor, subject to Paragraph 10.8(e), (f) and (g) above, Advice and Assistance and/or Advocacy Assistance to a Client in connection with a non-imprisonable offence.</p>	This amendment is for consistency with other paragraphs within the Specification (removing the reference to committal proceedings).
10.15	Amended Paragraph	This amendment corrects a typo.

Paragraph	Amendment	Rationale
	<p>Where a court prevents the defendant from cross examining a witness under section 38 of the Youth Justice and Criminal Evidence Act 1999 and the court appoints a Duty Solicitor to represent the defendant for the purposes of cross examination, the Duty Solicitor is under a duty to undertake that work unless there are exceptional circumstances that prevent them from doing so. The Duty Solicitor will be paid out of central funds.</p>	
10.76	<p>Amended Paragraph</p> <p>Any proceedings that are committed to or sent to the Crown Court for trial under s51 of the Crime and Disorder Act 1998 (except proceedings in a magistrates' court following a remittal under paragraph 10(3)(a) or 13(2) of Schedule 3 to the Crime and Disorder Act 1998 and proceedings at any bail application where the defendant is held in custody) are paid in accordance with the provisions in the Criminal Remuneration Regulations and must not form part of any Claim for remuneration under this Specification, except for the Sending Hearing Fixed Fee claimable for the Unit of Work at paragraph 10.131.</p>	<p>This amendment is to confirm that, where proceedings are sent to the Crown Court for trial, a provider will now be able to claim under a magistrates' court Representation Order (issued on or after 19 October 2020) the Sending Hearing Fixed Fee at the Unit of Work from paragraph 10.131.</p>
10.90	<p>Amended Paragraph</p> <p>Not used. For the avoidance of doubt, you may only claim a Category 3 Fee in circumstances where your Client's Case is discontinued or withdrawn at the committal hearing.</p>	<p>This amendment is to reflect the fact that the Category 3 Fee was omitted from the Remuneration Regulations under regulation 5(13) of the Civil and Criminal Legal Aid (Amendment)(No.2) Regulations 2015.</p>
Table following paragraph 10.90	<p>Amended Table</p> <p><i>The category 3 column of the table has been removed.</i></p>	<p>The column in the table for Category 3 Fees has been deleted because, as above, the Fee was omitted from the Remuneration Regulations under</p>

Paragraph	Amendment	Rationale
		regulation 5(13) of the Civil and Criminal Legal Aid (Amendment)(No.2) Regulations 2015.
10.92	<p><i>Amended Paragraph</i></p> <p>Subject to Paragraph 10.93, where there is a change of organisation assigned under a Representation Order, the proceedings will be treated as category 1B or category 1A proceedings, as appropriate to the type of offence, for the purposes of a Claim for costs in respect of work done under the Representation Order by the Provider formerly assigned.</p> <p>This paragraph does not apply if a Representation Order is transferred before a hearing at which the proceedings are committed to or sent to the Crown Court for trial under s.51 of the Crime and Disorder Act 1998.</p>	<p>This amendment is to confirm that this Paragraph and its corresponding Unit of Work do not apply if a Representation Order is transferred before a hearing at which the proceedings are sent to the Crown Court for trial. In these circumstances, the Claims for costs for work done under the magistrates' court Representation Order are set out at paragraph 10.142 below, under the Unit of Work for the Sending Hearing Fixed Fee.</p>
New heading after 10.130	<p><i>New Heading</i></p> <p>Representation in the magistrates' court under a Representation Order in Proceedings that are sent to the Crown Court for trial</p>	<p>This is the start of a new section in the Specification for the Unit of Work under which a Sending Hearing Fixed Fee may be claimed. This heading is the same as the Unit of Work inserted into paragraph 1.3 of the Specification above.</p>
10.131	<p><i>New Paragraph</i></p> <p>This Unit of Work covers preparation and attendance in relation to proceedings that are committed to or sent to the Crown Court for trial under section 51 of the Crime and Disorder Act 1998.</p>	<p>This new paragraph sets out the work covered under the new Unit of Work for the Sending Hearing Fixed Fee.</p>

Paragraph	Amendment	Rationale
10.132	<p><i>New Paragraph</i></p> <p>In order for you to provide Representation under this Unit of Work:</p> <p>(a) the Client must satisfy the Financial Eligibility Test. The Client’s eligibility will be assessed by the Representation Authority; and</p> <p>(b) the Client must have a determination that they qualify for Representation by the Representation Authority.</p>	<p>This new paragraph is to confirm that the Client must have been issued with a magistrates’ court Representation Order (issued on or after 19 October 2020) in order for a provider to provide Representation under this Unit of Work and claim the Sending Hearing Fixed Fee.</p>
10.133	<p><i>New Paragraph</i></p> <p>A Claim may be made for a Sending Hearing Fixed Fee for Representation in the magistrates’ court where the proceedings are committed to or sent to the Crown Court for trial under s51 of the Crime and Disorder Act 1998. Payment for all other work in proceedings committed to or sent to the Crown Court for trial under s51 of the Crime and Disorder Act 1998 is paid in accordance with the provisions in the Criminal Remuneration Regulations and must not form part of any Claim for remuneration under this Specification.</p>	<p>This new paragraph is to confirm that that the only Claim a provider may make under a magistrates’ court Representation Order where the proceedings are sent to the Crown Court for trial is the Sending Hearing Fixed Fee.</p>
10.134	<p><i>New Paragraph</i></p> <p>Proceedings in a magistrates’ court following a remittal under paragraph 10(3)(a) or 13(2) of Schedule 3 to the Crime and Disorder Act 1998 may be claimed separately under the appropriate Unit of Work.</p>	<p>This new paragraph is to confirm that where proceedings are sent to the Crown Court for trial and then remitted back to the magistrates’ court, the provider may claim both the Sending Hearing Fixed Fee and the appropriate Standard Fee.</p>

Paragraph	Amendment	Rationale
10.135	<p><i>New Paragraph</i></p> <p>Travel and waiting time cannot be claimed separately for this Unit of Work.</p>	<p>This new paragraph is to confirm that, as is the position now, providers will not be able claim travelling and waiting time in proceedings sent to the Crown Court for trial.</p>
10.136	<p><i>New Paragraph</i></p> <p>Disbursements are payable by us in addition to the Sending Hearing Fixed Fee.</p>	<p>The new paragraph is to confirm that when a provider claims the Sending Hearing Fixed Fee, they will be able to Claim with that Fee any Disbursements incurred in the magistrates' court.</p>
10.137	<p><i>New Paragraph</i></p> <p>You may only submit a claim for this Unit of Work when your client's sending hearing has concluded. Payment may be claimed before the conclusion of the Crown Court proceedings.</p>	<p>This new paragraph is to confirm that a provider may claim the Sending Hearing Fixed Fee once the magistrates' court hearing sending the case to the Crown Court for trial has concluded, they do not have to wait until the conclusion of the proceedings in the Crown Court. To clarify, a provider must claim the Fee in their Contract Report Form for inclusion in their Monthly Payment, and cannot claim the Fee as part of the LGFS claim.</p>
10.138	<p><i>New Paragraph</i></p> <p>You may not make a claim for a Sending Hearing Fixed Fee when representing a youth whose case stays at the Youth Court/magistrates' court.</p>	<p>This new paragraph is to confirm that a provider may not claim the Sending Hearing Fixed Fee when representing a youth whose case stays at the Youth Court/magistrates' court. This includes when the youth is a part of multi-defendant case and the adult</p>

Paragraph	Amendment	Rationale
		defendants' cases are sent to the Crown Court (see also paragraph 10.141 below).
10.139	<p><i>New Paragraph</i></p> <p>Where a Representation Order is issued to a Client in respect of more than one charge, offence or information, the Claim for payment of a Sending Hearing Fixed Fee covers all the charges, offences or informations that form part of one Case.</p>	This paragraph confirms that where a Representation Order is issued to a Client in respect of more than one charge, offence or information, a provider may only Claim a single Sending Hearing Fixed Fee to cover all the charges, offences or informations that form part of a Case, in line with other Units of Work in Section 10 of the Specification.
10.140	<p><i>New Paragraph</i></p> <p>Only one Sending Hearing Fixed Fee is claimable where you represent a number of defendants whose cases are sent to the Crown Court for trial at the same hearing.</p>	This paragraph confirms that a provider may only Claim a single Sending Hearing Fixed Fee where they represent a number of defendants whose cases are sent to the Crown Court for trial at the same hearing, in line with the other Units of Work in Section 10 of the Specification.
10.141	<p><i>New Paragraph</i></p> <p>Where you represent multiple defendants and some of their cases are sent to the Crown Court and some remain in the magistrates' court (for example a youth), you may only claim one Sending Hearing Fixed Fee plus the Litigator's Graduated Fee for the cases that are sent to the Crown Court, and the</p>	This paragraph is to cover a situation where a provider represents multiple defendants in the same case, where some are sent to the Crown and some remain in the magistrates' court. This paragraph confirms that in this situation the provider may claim both a Sending Hearing Fixed Fee (in respect of the defendants sent to the

Paragraph	Amendment	Rationale
	appropriate Standard Fee for the cases that remain in the magistrates' court.	Crown Court) and a Standard Fee (in respect of the defendants that stay in the magistrates' court).
10.142	<p><i>New Paragraph</i></p> <p>Where there is a change of organisation assigned under a Representation Order between the date of first appearance and the scheduled date that the case is sent to the Crown Court for trial, both the original Provider and the new Provider are entitled to claim the Sending Hearing Fixed Fee.</p>	This new paragraph is to confirm where a Representation Order is transferred before the hearing sending the proceedings to the Crown Court for trial, both providers may claim the Sending Hearing Fixed Fee.
10.143	<p><i>New Paragraph</i></p> <p>You must claim for work undertaken in this Unit of Work at the Fixed Fee as set out in the Criminal Remuneration Regulations.</p>	This new paragraph is to confirm that Representation under this Unit of Work may only be claimed as a Sending Hearing Fixed Fee, at £181.40 (plus VAT) as set out in the Regulations.
10.146 (new paragraph number)	<p><i>Amended Paragraph</i></p> <p>In order for you to provide Representation under this Unit of Work, your Client must have had a Representation Order issued by the Representation Authority by completing our CRIM14 and 15 forms.</p>	This amendment corrects a typo – CRIM should be CRM.
10.151 (new paragraph number)	<p><i>Amended Paragraph</i></p> <p>A single Claim must be submitted for all work undertaken in the Criminal Proceedings Class of Work for a Client in the same Case, including except where a Claim has been submitted already in the same Matter or Case because Paragraph 10.153-141(c) applies. The</p>	The introduction of a new section for the Sending Hearing Fixed Fee at paragraphs 10.131 to 10.143 has changed some of the numbering in the Specification. This amendment gives the relevant Paragraph its new number.

Paragraph	Amendment	Rationale
	Claim may be for one or more of the Units of Work covered by this Class.	
10.161 (new paragraph number)	Amended Paragraph Where you undertake work in the Crown Court under a Representation Order properly granted by the Court, if it transpires that it is not possible to claim under the Criminal Remuneration Regulations for the work you undertook, you must contact us. We will make arrangements for you to be remunerated as though the work were conducted under Paragraph 10.144 to 10.155 10.131 to 10.142 .	The introduction of a new section for the Sending Hearing Fixed Fee at paragraphs 10.131 to 10.143 has changed some of the numbering in the Specification. This amendment gives the relevant Paragraph its new number.

Specification version 6 (effective from 26 June 2020 to 18 October 2020)

The Specification was amended effective from 26 June 2020 for the Intensive Paper Review process rolled out in Parole Board cases. The amendments are listed in the table below.

Paragraph	Amendment	Rationale
1.2 (Defined terms)	New Defined Term "Intensive Paper Review" means the process used by the Parole Board where following an initial consideration by the Panel the case is directed to an oral hearing, but it is not possible or appropriate to progress the matter as an oral hearing either face to face or by remote means. In these cases,	New defined term used in amended paragraph 12.104 below.

Paragraph	Amendment	Rationale
	the Panel will make a decision on the papers and any written representations submitted on behalf of the prisoner;	
12.28	<p><i>Amended Paragraph</i></p> <p>Where you are instructed on a Case in circumstances where it is not clear that there is going to be an oral hearing, you must start the Case on the basis that you will be providing Advice and Assistance. If that Matter is subsequently directed or listed for an oral hearing, then you must claim the Advice and Assistance costs at that point, and then start a fresh Advocacy Assistance Matter.</p>	<p>Minor amendment to reflect the Parole Board process in which a case is directed to an oral hearing prior to it being listed for a later date.</p> <p>The intent is that Advocacy Assistance would start at the point an oral hearing is directed and therefore preparation starts on the hearing.</p>
12.104	<p><i>Amended Paragraph</i></p> <p>Parole Board Cases which are determined on the papers are only paid for under Advice and Assistance at the same Fixed Fee as Sentence Cases except where the case has been directed or listed for an oral hearing, including, but not limited to when the case proceeds under the Intensive Paper Review Process.</p>	<p>Minor amendment, ensuring that Intensive Paper Review cases would be claimable under Advocacy Assistance.</p>
12.105	<p><i>Amended Paragraph</i></p> <p>You may only provide Advice and Assistance to Clients who are recalled to prison for breaching the conditions of their licence if:</p> <ul style="list-style-type: none"> (a) representations are submitted which result in the Parole Board convening directing or listing an oral hearing at which you represent the Client or you provide additional written representations under the Intensive Paper Review process. In these circumstances the Matter is claimable as Advocacy Assistance; or (b) having submitted written representations, the Parole Board do not convene an oral hearing. In these circumstances you 	<p>Minor amendment, ensuring that Intensive Paper Review recall cases would be claimable under Advocacy Assistance.</p>

Paragraph	Amendment	Rationale
	may only Claim the Case as an Advice and Assistance Fixed Fee (or Escape Fee Case).	

Specification version 5 (effective from 22 July 2019 to 25 June 2020)

The Specification was amended effective from 22 July 2019 to take account of new rules introducing a right to review Parole Board decisions (Parole Board Reconsideration Hearings). The amendments are listed in the table below.

Paragraph	Amendment	Rationale
1.2	<i>New Defined Term</i> "Parole Board" means the independent executive non-departmental public body that carries out risk assessments on prisoners to determine whether they can be safely released into the community;	This amendment is to take account of new rules introducing a right to review Parole Board decisions (Parole Board Reconsideration Hearings).
1.2	<i>Amended Defined Term</i> "Parole Board Case" means Advice and Assistance or Advocacy Assistance (including any subsequent Advocacy Assistance provided in respect of a Parole Board Reconsideration Hearing) on a Matter which falls under Section 12 and is within scope of regulation 12(2)(g) of the Criminal Legal Aid (General) Regulations 2013;	As above.
1.2	<i>New Defined Term</i>	As above.

Paragraph	Amendment	Rationale
	<p>“Parole Board Reconsideration Hearing” means a reconsideration hearing (whether heard orally or on the papers) before the Parole Board which falls under Section 12 of this Specification and as described in rule 28 of the Parole Board Rules 2019, as amended;</p>	
2.26	<p>Amended Paragraph</p> <p>Each Supervisor must:</p> <ul style="list-style-type: none"> (a) have held a current non-conditional practising certificate for the previous three years; or and (b) during the Contract Period, have in the previous 12 months undertaken at least 350 hours of direct casework which may include direct (documented) supervision. Where a Supervisor works part-time this requirement is to be read as 1050 hours of direct casework which may include direct (documented) supervision in the previous five years 	This amendment is to correct a drafting error.
8.7	<p>Amended Paragraph</p> <p>Subject to the provisions of Section 12 of this Specification in relation to Parole Board Reconsideration Hearings, if you have already submitted a Claim and the same Client seeks further Advice and Assistance, Advocacy Assistance or Representation from you on the same Matter or Case, then any subsequent work will be treated as supplemental to the original Claim and, where relevant, the original limit (as extended) will continue to apply. You must notify us at the</p>	This amendment is to take account of new rules introducing a right to review Parole Board decisions (Parole Board Reconsideration Hearings).

Paragraph	Amendment	Rationale
	time that you submit the supplemental Claim that a Claim has been made previously.	
12.25	<p><i>Amended Paragraph</i></p> <p>You must not begin more than one Sentence Case, or more than one Parole Board Case for a Client at any one time. If you commence a Sentence Case and a Parole Board Case concurrently, you must claim for each Matter separately. Any application to the Parole Board for a Parole Board Reconsideration Hearing will form part of the same Parole Board Case. A subsequent Claim for Advocacy Assistance may be made if the Parole Board determines that a Parole Board Reconsideration Hearing shall be listed or directed (whether orally or on the papers).</p>	As above.
12.31A	<p><i>New Paragraph</i></p> <p>All work for Parole Board Reconsideration Hearings (regardless of whether a hearing is oral or heard on the papers) must be undertaken as a subsequent Claim for Advocacy Assistance, which will be in addition to any Claim for Advocacy Assistance in the substantive Parole Board Case.</p>	As above.
12.54A	<p><i>New Paragraph</i></p> <p>Where the provisions of Paragraph 12.50 apply, and you have been instructed after an initial Parole Board Hearing but prior to a Parole Board Reconsideration Hearing being listed or directed, you may provide Advice and Assistance in connection with making an application for reconsideration (subject to paragraph 12.108). Where you are instructed in circumstances where a Parole Board Reconsideration Hearing is already listed</p>	As above.

Paragraph	Amendment	Rationale
	or directed any further work must be provided as Advocacy Assistance.	
12.62	<p><i>Amended Paragraph</i></p> <p>You must not provide Advice and Assistance (or Advocacy Assistance) on a Matter where you have previously provided it. An exception to this rule is where there are substantive issues outstanding from the first occasion when Advice and Assistance (or Advocacy Assistance) was provided (this will often be the case where the Client has simply failed to give instructions for a period) or there has been a material development or change in the Client’s circumstances such that further Advice and Assistance is now required. A further exception to this rule is where a Parole Board Reconsideration Hearing is listed or directed in a Parole Board Case, in which case a subsequent Claim for Advocacy Assistance may be made.</p>	As above.
12.67	<p><i>Amended Paragraph</i></p> <p>Subject to Paragraph 12.67A below, a Claim may be submitted when:</p> <ul style="list-style-type: none"> (a) the Matter has concluded; or (b) it is known that no further work will be undertaken for the Client in the same Matter; or (c) it is unclear whether further work will be required or not and a minimum of three months has elapsed since the last work in the Matter was undertaken. 	As above.
12.67A	<i>New Paragraph</i>	As above.

Paragraph	Amendment	Rationale
	<p>Where the Parole Board lists or directs a Parole Board Reconsideration Hearing (either orally or on the papers), a Claim may be submitted for the initial Advocacy Assistance provided in the Parole Board Case up to that point, even though the Matter has not concluded. A subsequent Claim for Advocacy Assistance may be made for the further work undertaken in relation to the Parole Board Reconsideration Hearing from that point onwards.</p>	
12.101	<p><i>Amended Paragraph</i></p> <p>Subject to 12.105 below, this Unit of Work covers Advice and Assistance or Advocacy Assistance and can only be provided in relation to matters described in regulation 12(2)(g) of the Criminal Legal Aid (General) Regulations 2013. All cases referred to the Parole Board for their consideration will now be in scope. This includes cases referred to the Parole Board for their advice following a prisoner’s return to closed conditions, and Parole Board Reconsideration Hearings.</p>	As above.
12.111	<p><i>Amended Paragraph</i></p> <p>The Standard Fees apply for Advocacy Assistance given on a Parole Board Case and Parole Board Reconsideration Hearings are as specified in the Criminal Remuneration Regulations and must be claimed for accordingly.</p>	As above.
12.113	<p><i>New Paragraph</i></p> <p>As further provided in the Parole Board Rules 2019, the Parole Board proceedings will not have concluded until the time period for making an application for reconsideration has lapsed or such an application has been dismissed. Any work done in</p>	As above.

Paragraph	Amendment	Rationale
	connection with making an application for reconsideration must be billed as part of the existing Advice and Assistance or Advocacy Assistance Matter.	
12.114	<i>New Paragraph</i> Where the Client has not received Advice and Assistance or Advocacy Assistance in connection with their Parole Board Case you may provide Advice and Assistance in connection with making an application for reconsideration.	As above.
12.115	<i>New Paragraph</i> A separate Advocacy Assistance fee is claimable in circumstances where the Parole Board lists or directs the matter for a Parole Board Reconsideration Hearing.	As above.

Specification version 4 (effective from 23 July 2018 to 21 July 2019)

The Duty Solicitor provisions (including the 14 hours' requirement) of the Specification were amended effective from 23 July 2018. The amendments are listed in the table below.

Paragraph	Amendment	Rationale
1.2 (Defined terms)	<p><i>New Defined Terms</i></p> <p>“AGFS” or “Advocates’ Graduated Fee Scheme” has the meaning given to it in the Criminal Remuneration Regulations;</p> <p>“Armed Forces Criminal Legal Aid Authority” means the single authority which manages the provision of, and advises and executes the policy for, civilian criminal legal representation for all eligible service personnel and civilians;</p> <p>“Armed Forces Legal Aid Scheme” means, in relation to Paragraph 6.23, work carried out on a criminal military case in England and Wales under JSP (Joint Service Publication) 838 (Armed Forces Legal Aid Scheme), as amended from time to time, and as administered by the Armed Forces Criminal Legal Aid Authority;</p> <p>“Criminal Defence Work” means, in relation to Paragraph 6.23, defence work performed for clients in relation to a criminal investigation, criminal proceedings or a prison law matter. It includes Contract Work, work on AGFS, VHCC and the Armed Forces Legal Aid Scheme as well as privately funded work on the same types of matter that would be funded under criminal legal aid save for the client not meeting the relevant means eligibility criteria or choosing to pay privately. Work performed for a client in cross-examining a witness under Section 38 of the Youth Justice and Criminal Evidence Act 1999 is also included;</p>	New defined terms made in respect of the amendment at Paragraph 6.23 below. See Paragraph 6.23 below for further details.
1.2 (Defined terms)	<p><i>Deleted Defined Term</i></p> <p>“CPD” means continuing professional development as defined in your Relevant Professional Body’s applicable training regulations;</p>	Deleted on the basis that the CPD scheme no longer exists.

Paragraph	Amendment	Rationale
4.10 (c)	<p>Amended Paragraph</p> <p>where we ask you to obtain a declaration from your Client we will require you to retain a copy of the original declaration and Client signature on your file. We may request a copy of the original signed declaration at any time during or after the Contract Period but no later than six years from the date the Contract ends</p>	<p>Amendment made to Paragraph 4.10(c) to confirm that providers may retain an electronic copy of the original signed declaration. Any such copy must continue to comply with sections 8 and 9 of the Standard Terms, and in particular Clause 8.10.</p>
6.6	<p>Amended Paragraph</p> <p>Your Duty Solicitors may only apply for membership of Schemes from a single Office for a single Provider.</p>	<p>Amended to confirm that, as has always been the position, Duty Slots may only be allocated for a Duty Solicitor from one Office and for only one Provider.</p>
6.21	<p>Amended Paragraph</p> <p>Duty Solicitors may be either your employees or self-employed persons or seconded from another organisation etc, however, they must in all cases be Engaged by you and comply with the requirements of Paragraphs 6.22 to 6.245.</p>	<p>Amended to reflect the fact that Paragraph 6.25 relates to exemptions to the Engaged requirements rather than forms part of the Engaged requirements. The amendment also ties in with the amendments made at Paragraph 6.29.</p>
6.22(a)	<p>Amended Paragraph</p> <p>undertaking at least two hours CPD annually meeting any professional development requirements of your Relevant Professional Body on issues relevant to the law, practice and procedure in the Police Station or magistrates' courts.</p>	<p>The Paragraph has been amended to reflect the fact that the CPD scheme no longer exists.</p> <p>The amendments reflect the terminology of the 2018 Civil Contracts.</p>
6.23	<p>Amended paragraph</p> <p>Subject to Paragraph 6.24, all Duty Solicitors you use to obtain Duty Slots must undertake a minimum of 14 hours' Contract Work</p>	<p>The amendment allows, in addition to Contract Work, the following types of work performed for clients to count towards the 14 hours' requirement:</p>

Paragraph	Amendment	Rationale
	<p>Criminal Defence Work for you per week from the Office for which those Duty Slots have been obtained. You must be able to sufficiently evidence the work undertaken in respect of each Duty Solicitor for it to count towards the 14 hours' requirement, as per Clause 8.3(o) of the Standard Terms.</p>	<ul style="list-style-type: none"> • AGFS; • VHCC; • A criminal military case in England and Wales under the Armed Forces Legal Aid Scheme; • privately funded work on the same types of matter that would be funded under criminal legal aid save for the client not meeting the relevant means eligibility criteria or choosing to pay privately; • cross-examination of a witness under Section 38 of the Youth Justice and Criminal Evidence Act 1999.
6.27	<p>Amended Paragraph</p> <p>You must maintain a Record in accordance with the provisions in Clause 3 8 of the evidence of compliance with Paragraphs 6.22 to 6.25.</p>	<p>Amended as the requirement to maintain a Record of the evidence of compliance with Paragraphs 6.22 to 6.25 is at Clause 8 rather than Clause 3 of the 2017 Standard Crime Contract Standard Terms.</p>
6.29	<p>Amended Paragraph</p> <p>You must notify us immediately if any of the following circumstances arises:</p> <p style="padding-left: 40px;">(a) a Duty Solicitor gives notice of leaving or leaves your employment or otherwise ceases or is to cease being Engaged by you as a Duty Solicitor;</p>	<p>The amendments are to encourage Providers to proactively engage with the LAA where a Duty Solicitor is on maternity or paternity leave or sick leave. Paragraph 6.25 remains unchanged by this amendment, and Providers are entitled to retain Duty Slots where a Duty Solicitor is absent due to maternity or paternity leave up to a maximum of twelve months from the first absence and</p>

Paragraph	Amendment	Rationale
	<p>(b) When a Duty Solicitor commences maternity or paternity leave and when it is known a Duty Solicitor iswill be absent as a result of maternity or paternity leave for a period of greater than 12 months from the date of first absence;</p> <p>(c) a Duty Solicitor is absent as a result of sick leave for at least two months and for any period in excess of six months from the date of first absence;</p> <p>(d) any of your Duty Solicitors are under investigation for, or have been charged with, a criminal offence;</p> <p>(e) any proceedings have been instituted before the Adjudication Committee of the Solicitors Regulation Authority, the Solicitors' Disciplinary Tribunal or another Relevant Professional Body; or</p> <p>(f) the Adjudication Committee of the Solicitors Regulation Authority or the Solicitors' Disciplinary Tribunal has made an adverse finding.</p>	sick leave up to a maximum of six months from first absence.
Title for 6.35 – 6.43	<p>Amended Heading</p> <p>Duty Solicitors within or joining your organisation</p>	Amended to clarify that Paragraphs 6.35 to 6.43 apply, where appropriate, to both new and existing Duty Solicitors at an organisation.
6.37	<p>Amended Paragraph</p> <p>You may not submit a CRM12 form or seek to obtain Duty Slots in respect of Duty Solicitors who:</p> <p>a) will not be Engaged by you during the Rota period</p>	Replaced "Contract Work" with "Criminal Defence Work" at Paragraph 6.37(c) in line with the amendment at Paragraph 6.23.

Paragraph	Amendment	Rationale
	<p>or who do not meet the competence requirements in Paragraphs 6.15 to 6.20; or</p> <p>b) are not habitually resident in England and Wales unless you have received our express written approval to submit a CRM12 form; or</p> <p>c) notwithstanding any other provision in this Contract, receive a payment for the use of their details on a CRM12 form for the purpose of obtaining additional Slots but are not Engaged and integrated into your organisation and used to deliver Contract Work Criminal Defence Work. Such persons are commonly referred to as "ghosts"; or</p> <p>d) are temporary staff engaged to cover periods of maternity or paternity leave of a Duty Solicitor of up to 12 months (because you will have access to Slots allocated in respect of that Duty Solicitor on maternity or paternity leave); or</p> <p>e) are temporary staff engaged to cover periods of sick leave of a Duty Solicitor you have used to obtain Duty Slots whilst you have the benefit of Duty Slots issued their name.</p> <p>Any breach of this Clause Paragraph 6.37 is a Fundamental Breach. You are not eligible to receive payment for any work undertaken on Slots obtained as a result of such a breach and payments made as a result shall be an "overpayment or mispayment" as defined in Clause 14.</p>	<p>Replaced "Clause" with "Paragraph" in the penultimate sentence to correct terminology.</p>

Paragraph	Amendment	Rationale
6.44	<p>Amended Paragraph</p> <p>We may suspend for a period of up to 12 months or exclude a Duty Solicitor from undertaking work on the Scheme or Schemes of which you are a member if he or she fails to meet any of the criteria in Paragraphs 6.22 to 6.24 in relation to a Scheme. On suspension, we may impose conditions, which must be met before that Duty Solicitor resumes undertaking work on the relevant Scheme or Schemes.</p>	<p>Amendments mirrors the amendments made below at Paragraph 6.46. In considering whether to take action under this Paragraph, the LAA will have regard to Paragraph 6.46, which allows for discretion where any of the criteria in Paragraphs 6.22 to 6.24 are not met for some reasonable justification. Clause 24.4 of the Standard Terms also only allows the LAA to apply a Sanction to the extent that it is proportionate to the circumstances, having regard to any wider concern that we may have as to a Provider's capability as a result of the number and/or range of those breaches.</p>
6.46	<p>Amended Paragraph</p> <p>We will not suspend or exclude a Duty Solicitor from undertaking Duty Solicitor work on a Scheme or Schemes where any of the criteria in Paragraphs 6.22 to 6.24 is not met for some reasonable justification.</p>	<p>Amended to confirm that the LAA will not suspend or exclude a Duty Solicitor from undertaking Duty Solicitor Work where any of the Engaged criteria, including the 14 hours' requirement is not met for some reasonable justification.</p>
6.50	<p>Amended Paragraph</p> <p>We will not suspend or exclude a Duty Solicitor from undertaking Duty Solicitor Work until any appeal by you has been concluded unless we consider that it is reasonable to suspend or exclude the Duty Solicitor prior to the outcome of the informal reconsideration. You and the affected Duty Solicitor will be notified in writing of our decision under this Paragraph.</p>	<p>Amended to correct a previous drafting error.</p>

Paragraph	Amendment	Rationale
6.51	<p>Amended Paragraph</p> <p>We shall decide:</p> <p>(a) whether there should be attendance or Call In (whether by Rota or Panel) cover, or a combination of both, for each magistrates' court Scheme; and</p> <p>(b) whether there should be Rota or Panel cover, or a combination of both, for each Police Station Scheme; and</p> <p>the times during which such arrangements shall be in operation. For the avoidance of doubt, if we wish to amend these arrangements, in both instances we will also consult in accordance with Paragraph 6.6059.</p>	Amended to correct a previous drafting error.
9.28	<p>Amended Paragraph</p> <p>footnote after the table:</p> <p>*Accept initial call from the DSCC requesting Duty Solicitor</p> <p>*must be Engaged by you. For the purposes of assessing whether Accredited Representatives are Engaged, only Paragraph 6.22 (b) will be considered, and any reference to court hearings will be disapplied. A minimum of 24 Police Station Attendances in each rolling 12 month period is required for Accredited Representatives.</p>	Paragraph 9.28 requires any fee earner/caseworker authorised by this Paragraph to accept the initial call from the DSCC requesting the Duty Solicitor to be Engaged by the Provider. The Engaged requirements at Paragraphs 6.22 to 6.24 include undertaking a minimum number of hearings which an Accredited Representative cannot meet. Paragraph 9.28 has therefore been amended to include a modified form of Engaged for Accredited Representatives for the purposes of this Paragraph.
9.104	<p>Amended Paragraph</p>	Amended to correct a previous drafting error.

Paragraph	Amendment	Rationale
	<p>A Claim must only be submitted when:</p> <p>(c)(a) the Criminal Investigation has been concluded, either by way of the Client being charged or reported for summons, or the Matter has been disposed of in any other way; or</p> <p>(d)(b) it is known that no further work will be undertaken for the Client in the same Matter; or</p> <p>(e)(c) it is unclear whether further work will be required and a minimum of one month has elapsed since the last work in the Matter was undertaken. This provision will not apply where a Client has an outstanding bail back in the Matter, unless it is known that further work will not be undertaken on that occasion; or</p> <p>(f)(d) post-charge work has been undertaken that is within the scope of this Unit of Work, and is not the subject of a claim under the Representations Unit of Work.</p>	

Specification version 3 (effective from 12 June 2018 to 22 July 2018)

The Specification was amended effective from 12 June 2018 following minor clarificatory changes on the scope of legal aid for Prison Law brought in by the [Criminal Legal Aid \(Amendment\) Regulations 2018](#). The amendments are listed in the table below.

Paragraph	Amendment	Rationale
1.2	<i>New Defined Term</i>	This amendment was made following minor clarificatory changes on the scope of legal aid for Prison Law brought in by

Paragraph	Amendment	Rationale
	<p>“Category A Inmate” means an inmate whose escape would be highly dangerous to the public, the police or national security, and for whom the aim is to make escape impossible;</p>	<p>the Criminal Legal Aid (Amendment) Regulations 2018.</p>
1.2	<p><i>New Defined Term</i></p> <p>“Category A Inmate Review” means a review of an Inmate’s classification pursuant to rule 4 (classification of inmates) of the Young Offender Institution Rules 2000 as a Category A Inmate or as a Restricted Status Inmate;</p>	<p>As above.</p>
1.2	<p><i>Amended Defined Term</i></p> <p>“Category A Prisoner Review” means a review of a prisoner’s classification pursuant to rule 7 (classification of prisoners) of the Prison Rules 1999 as a Category A Prisoner or as a Restricted Status Prisoner;</p>	<p>As above.</p>
1.2	<p><i>New Defined Term</i></p> <p>‘Inmate’ means a person who is required to be detained in a young offender institution;</p>	<p>As above.</p>
1.2	<p><i>New Defined Term</i></p> <p>“Restricted Status Inmate” means an Inmate whose escape would present a serious risk to the public;</p>	<p>As above.</p>
1.2	<p><i>New Defined Term</i></p> <p>“Restricted Status Prisoner” means a prisoner whose escape would present a serious risk to the public;</p>	<p>As above.</p>

Paragraph	Amendment	Rationale
Heading before 12.81	<p>Amended Heading</p> <p>Sentence Cases, Part II: Advice and Assistance and Advocacy Assistance provided under section 15(2)(c) of the Act on legal issues in relation to matters in regulation 12(2)(d)(iii) and (vi) of the Criminal Legal Aid (General) Regulations 2013</p>	As above.
12.81	<p>Amended Paragraph</p> <p>This Unit of Work covers Advocacy Assistance or Advice and Assistance before a directors Category A panel on legal issues arising in disputes relating to a prisoner's classification as a Category A Prisoner (regulation 12(2)(d)(iii)) on legal issues arising in relation to (a) a prisoner's classification as a Category A Prisoner or as a Restricted Status Prisoner (regulation 12(2)(d)(iii)); (b) an Inmate's classification as a Category A Inmate or as a Restricted Status Inmate (regulation 12(2)(d)(vi)).</p>	As above.
12.83	<p>Amended Paragraph</p> <p>The Sufficient Benefit Test (as set out in Paragraph 12.5) must be satisfied in order to provide Advice and Assistance or Advocacy Assistance in relation to the matter described in regulation 12(2)(d)(iii) and (vi) of the Criminal Legal Aid (General) Regulations 2013.</p>	As above.
12.84	<p>Amended Paragraph</p> <p>Advocacy Assistance under this Unit of Work must only be provided in relation to those matters described in regulation 12(2)(d)(iii) and (vi) of the Criminal Legal Aid (General) Regulations 2013 and</p>	As above.

Paragraph	Amendment	Rationale
	where you have set out in a file note how the Sufficient Benefit Test has been met.	
12.85	<i>Amended Paragraph</i> The Fixed Fees for Advice and Assistance given on cases falling under regulation 12(2)(d)(iii) and (vi) are as specified in the Criminal Remuneration Regulations and must be claimed for accordingly.	As above.
12.88	<i>Amended Paragraph</i> The Standard Fees, which may be claimed for Advocacy Assistance given on cases falling under regulation 12(2)(d)(iii) and (vi) , are as specified in the Criminal Remuneration Regulations and must be claimed for accordingly.	As above.

Specification version 2 (effective from 21 February 2018 to 11 June 2018)

The Specification was amended effective from 21 February 2018 following changes to the scope of legal aid for Prison Law brought in by the [Criminal Legal Aid \(Amendment\) Regulations 2017](#). The amendments are listed in the table below.

Paragraph	Amendment	Rationale
1.2	<i>New Defined Term</i>	This amendment follows the changes to the scope of legal aid for Prison Law brought in by the Criminal Legal Aid (Amendment) Regulations 2017.

Paragraph	Amendment	Rationale
	<p>“Category A review” means a review of a prisoner’s classification pursuant to rule 7 (classification of prisoners) of the Prison Rules 1999 as a Category A Prisoner;</p>	
1.2	<p><i>New Defined Term</i></p> <p>“Category A Prisoner” means a prisoner whose escape would be highly dangerous to the public, the police or national security, and for whom the aim is to make escape impossible;</p>	As above.
1.2	<p><i>New defined Term</i></p> <p>“Close Supervision Centre” means any cell or other part of a prison designated by the Secretary of State for holding prisoners who are subject to a direction given under rule 46(1) of the Prison Rules 1999;</p>	As above.
1.2	<p><i>New Defined Term</i></p> <p>“Minimum Term Review” means an application to the High Court to review a prisoner’s minimum term and consider a reduction in the prisoner’s tariff;</p>	As above.
1.2	<p><i>New Defined Term</i></p> <p>“Separation Centre” means any part of a prison for the time being used for holding prisoners who are subject to a direction under rule 46A(1) of the Prison Rules 1999;</p>	As above.
Heading before 12.68	<p><i>Amended Heading</i></p> <p><u>Sentence Cases, Part I: Advice and Assistance provided under section 15(2)(c) of the Act on legal issues in relation to matters in</u></p>	As above.

Paragraph	Amendment	Rationale
	regulation 12(2)(d)(i), (ii), (iv) and (v) of the Criminal Legal Aid (General) Regulations 2013	
12.68	<p><i>Amended Paragraph</i></p> <p>This Unit of Work only covers Advice and Assistance to a Client on legal issues arising in relation to matters described in regulation 12(2)(d) of the Criminal Legal Aid (General) Regulations 2013 in matters in relation to disputes in Sentence Calculations (regulation 12(2)(d)(i), (ii)), referrals to Close Supervision Centres (regulation 12(2)(d)(iv)) and referrals to Separation Centres (regulation 12(2)(d)(v)).</p>	As above.
12.69	<p><i>Amended Paragraph</i></p> <p>The Client must be financially eligible as assessed under the Criminal Financial Regulations before Advice and Assistance may be given under this Unit of Work under regulation 12(2)(d)(i) (ii), (iv) and (v) of the Criminal Legal Aid (General) Regulations 2013.</p>	As above.
12.71	<p><i>Amended Paragraph</i></p> <p>The Sufficient Benefit Test (as set out under Paragraph 12.5 is capable of being satisfied only if the work done on that Client's behalf is in connection with matters described in regulation 12(2)(d)(i) and (ii) of the Criminal Legal Aid (General) Regulations 2013 where (a) the date of release is disputed; and (b) the Client has been unsuccessful in resolving their complaint, which relates to matters described in regulation 12(2)(d) (i) and (ii) of the Criminal Legal Aid (General) Regulations 2013, through the prison internal complaints procedure.</p>	As above.

Paragraph	Amendment	Rationale
12.72	<p><i>New Paragraph</i></p> <p>The Sufficient Benefit Test (as set out under Paragraph 12.5) is deemed to be met if the work done on that Client’s behalf is in connection with matters described in regulation 12(2)(d)(iv) or (v) of the Criminal Legal Aid (General) Regulations 2013, and the work relates to an initial referral to a Close Supervision Centre or to a Separation Centre. However, the Sufficient Benefit Test is not deemed automatically to be met in respect of any work relating to any ongoing monthly or quarterly reviews. Work done in relation to any such ongoing monthly or quarterly reviews would need to satisfy the Sufficient Benefit Test.</p>	As above.
12.77 (previously 12.76)	<p><i>Amended Paragraph</i></p> <p>Under this unit of work an application for a Minimum Term Review to the High Court will generally be claimable as Advice and Assistance only. Where, exceptionally, representation is required in the High Court, such representation will be covered by the Standard Fees, which may be claimed for Advocacy Assistance given on cases falling under regulation 12(2)(d) as specified in the Criminal Remuneration Regulations and must be claimed for accordingly.</p>	As above.
New heading before 12.81	<p><i>New Heading</i></p> <p><u>Sentence Cases, Part II: Advice and Assistance and Advocacy Assistance provided under section 15(2)(c) of the Act on legal issues in relation to matters in regulation 12(2)(d)(iii) of the Criminal Legal Aid (General) Regulations 2013</u></p>	As above.

Paragraph	Amendment	Rationale
12.81	<p><i>New Paragraph</i></p> <p>This Unit of Work covers Advocacy Assistance or Advice and Assistance before a directors Category A panel on legal issues arising in disputes relating to a prisoner’s classification as a Category A Prisoner (regulation 12(2)(d)(iii)).</p>	As above.
	<p><i>New Sub-Heading</i></p> <p>Qualifying Criteria</p>	As above.
12.82	<p><i>New Paragraph</i></p> <p>The Client must be financially eligible as assessed by you under the Criminal Financial Regulations before Advice and Assistance or Advocacy Assistance may be given under this Unit of Work.</p>	As above.
12.83	<p><i>New Paragraph</i></p> <p>The Sufficient Benefit Test (as set out in Paragraph 12.5) must be satisfied in order to provide Advice and Assistance or Advocacy Assistance in relation to the matter described in regulation 12(2)(d)(iii) of the Criminal Legal Aid (General) Regulations 2013.</p>	As above.
12.84	<p><i>New Paragraph</i></p>	As above.

Paragraph	Amendment	Rationale
	<p>Advocacy Assistance under this Unit of Work must only be provided in relation to those matters described in regulation 12(2)(d)(iii) of the Criminal Legal Aid (General) Regulations 2013 and where you have set out in a file note how the Sufficient Benefit Test has been met.</p>	
	<p><i>New Sub-Heading</i></p> <p>Payment</p>	As above.
12.85	<p><i>New Paragraph</i></p> <p>The Fixed Fees for Advice and Assistance given on cases falling under regulation 12(2)(d)(iii) are as specified in the Criminal Remuneration Regulations and must be claimed for accordingly.</p>	As above.
12.86	<p><i>New Paragraph</i></p> <p>For cases where your profit costs exceed the applicable Escape Fee Case Threshold amount the work is claimable as an Escape Fee Case, which is subject to Assessment, and you must Claim for work undertaken within this Class of Work at the rates set out in the Criminal Remuneration Regulations.</p>	As above.
12.87	<p><i>New Paragraph</i></p>	As above.

Paragraph	Amendment	Rationale
	You must not claim a Fixed Fee under this Unit of Work on a case, which has involved fewer than eight units of time.	
12.88	<p><i>New Paragraph</i></p> <p>The Standard Fees, which may be claimed for Advocacy Assistance given on cases falling under regulation 12(2)(d)(iii), are as specified in the Criminal Remuneration Regulations and must be claimed for accordingly.</p>	As above.
12.89	<p><i>New Paragraph</i></p> <p>To determine whether you may claim the Lower Standard Fee, the Higher Standard Fee or whether your costs have exceeded the Escape Fee Case Threshold you must calculate your costs using the rates specified in the Criminal Remuneration Regulations.</p>	As above.
12.101 (previously 12.91)	<p><i>Amended Paragraph</i></p> <p>Subject to 12.105 below, this Unit of Work covers Advice and Assistance or Advocacy Assistance and can only be provided in relation to matters described in regulation 12(2)(g) of the Criminal Legal Aid (General) Regulations 2013 for eligible persons who are convicted prisoners and who are the subject to proceedings before the Parole Board where the Parole Board has the power to direct release. For the avoidance of doubt, proceedings, where the Parole Board has no power to direct release will not be in the scope of Prison Law. All cases</p>	As above.

Paragraph	Amendment	Rationale
	<p>referred to the Parole Board for their consideration will now be in scope. This includes cases referred to the Parole Board for their advice following a prisoner’s return to closed conditions.</p>	
<p>12.103 (previously 12.93)</p>	<p><i>Amended Paragraph</i></p> <p>The Sufficient Benefit Test (as set out under Paragraph 12.5) will be deemed to be satisfied if the Parole Board has the power to direct release in proceedings under regulation 12(2)(g) of the Criminal Legal Aid (General) Regulations 2013</p>	<p>As above.</p>
<p>12.109</p>	<p><i>New Paragraph</i></p> <p>The pre-tariff sift can be claimed under Advice and Assistance under this unit of work. For the avoidance of doubt, only work done in relation to the pre-tariff sift is claimable and no other sentence planning work is covered.</p>	<p>As above.</p>
<p>12.110</p>	<p><i>New Paragraph</i></p> <p>For the avoidance of doubt this unit of work does not include Guittard cases involving indeterminate sentence prisoners applying to be moved to open conditions.</p>	<p>As above.</p>