



Legal Aid  
Agency

## Tables of Amendments to the 2022 Standard Crime Contract

This document lists amendments made to either the Standard Terms or the Specification during the 2022 Standard Crime Contract (which runs from 1 October 2022 to 30 September 2025). Amendments are consulted on with the Consultative Bodies, in accordance with Clause 13 of the Standard Terms. There is a table for each set of amendments:

- [Specification – version 3 \(current version\) \(effective from 3 August 2023\)](#) – the Specification was amended, effective from 3 August 2023 to facilitate the removal of financial eligibility tests for under 18s as part of Phase 1 of the Means Test Review; and to allow for changes to office opening hours and supervision requirements allowing providers to exercise flexibility in these areas.
- [Specification - version 2 \(effective from 1 July 2023 to 2 August 2023\)](#) – the Specification was amended effective from 1 July 2023 to allow providers to bill pre-charge bail cases a month after the initial police station attendance in the same circumstances that they are able to do so in Release Under Investigation (RUI) cases.

### **Specification - version 3 (current version) (effective from 3 August 2023)**

The Specification was amended effective from 3 August 2023 to allow for changes to office opening hours and supervision requirements allowing providers to exercise flexibility in these areas. Changes have also been made to facilitate the removal of financial eligibility tests for under 18s as part of Phase 1 of the Means Test Review.

## Office Opening Hours

Paragraph	Amendment
2.44	<p data-bbox="394 341 707 368"><b><i>Amended Paragraph</i></b></p> <p data-bbox="394 491 1305 518">Each of your Offices (of which you must have at least one) must:</p> <ul data-bbox="394 563 1877 1294" style="list-style-type: none"><li data-bbox="394 563 1693 590">(a) satisfy any professional requirements of your regulator and be registered as appropriate;</li><li data-bbox="394 635 1563 662">(b) provide you with a constant right of access at any point during Business Hours;</li><li data-bbox="394 707 1861 890">(c) be open and accessible to Clients, prospective Clients and other interested parties <del>during normal Business Hours</del> <b>for at least 7 hours between 8am and 8pm</b> on each Business Day and be permanently staffed by a representative of your organisation (who need not be directly employed by you) for the purpose of arranging appointments and other meetings and where appropriate arranging advice in emergency cases;</li><li data-bbox="394 935 1877 1002">(d) be able to arrange Client appointments <del>during Business Hours on all days that the Office is open</del> (subject to personnel availability);</li><li data-bbox="394 1046 1854 1114">(e) contain suitable facilities to interview Clients, witnesses and any other persons in a private interview room;</li><li data-bbox="394 1158 1496 1185">(f) contain sufficient infrastructure to enable you to deliver Contract Work; and</li><li data-bbox="394 1230 1823 1294">(g) meet any relevant health and safety standards, quality standards, service standards together with additional standards set out in this Contract.</li></ul>

Paragraph	Amendment
2.46	<p><b><i>Amended Paragraph</i></b></p> <p>Where you operate an Office in a shared building such as another legal services provider's premises or in a serviced office arrangement you must have a right of access to the Office <del>at all times during Business Hours</del> <b>for at least 7 hours between 8am and 8pm every Business Day</b> for the purpose of providing face-to-face legal services at that Office. Any breach of this Paragraph is a Fundamental Breach and we may serve a notice on you terminating your Contract;</p>
2.47	<p><b><i>Amended Paragraph</i></b></p> <p><del>During Business Hours</del> <b>Whenever the Office is open</b> Clients or prospective Clients who telephone must be able to arrange appointments and other meetings and where appropriate arranging advice in emergency cases.</p>
2.48	<p><b><i>Amended Paragraph</i></b></p> <p><del>During non-Business Hours</del> <b>When the Office is not open</b>, Clients or prospective Clients who telephone must be able to access information about opening hours and who to contact in an emergency. This may be by use of a voice mail message system.</p>

**Supervision**

Paragraph	Amendment
2.17	<p><b><i>Amended Paragraph</i></b></p> <p>Arrangements must be in place to ensure that each Supervisor is able to conduct their role effectively <b>in accordance with the requirements of this Section 2</b> including, but not limited to, the following:</p> <ul style="list-style-type: none"> <li>(a) designating time to conduct supervision of each Designated Fee Earner or Caseworker;</li> <li>(b) designating <del>at least one day per calendar month to be in</del> attendance at each Office at which they supervise staff <del>(which must coincide with attendance by staff supervised)</del> <b>where you determine this is required and provided you comply with the standards of Section 2;</b> and</li> <li>(c) ensuring that the level of supervision provided reflects the skills, knowledge and experience of the individual Designated Fee Earner or Caseworker.</li> </ul>
2.19	<p><b><i>Amended Paragraph</i></b></p> <p>Where a Designated Fee Earner or Caseworker undertakes Contract Work in a location other than where their Supervisor is based, the Supervisor must conduct, <del>as a minimum,</del> face-to-face supervision <del>at least once per calendar month</del> with the parties present in the same physical location <b>where you determine this is required and provided you comply with the standards of Section 2.</b></p>

**Removal of Financial Eligibility Tests for Under 18s – Advice & Assistance and Advocacy Assistance**

Paragraph	Amendment
4.25 (d) (ii)	<p><b>Amended Paragraph</b></p> <p>(ii) the other person has sufficient knowledge of the Child or Protected Party, the problem and <del>the Child's or Protected Party's</del> <b>in the case of a Protected Party</b>, their financial circumstances (where relevant) to give proper instructions to you; and</p>
4.27	<p><b>Amended Paragraph</b></p> <p>Where relevant, the appropriate means, of the Protected Party and, in appropriate cases, those who have care and control of, or are liable to maintain, or usually contribute substantially to the <del>Child or</del> Protected Party's maintenance, must be taken into account in applying the Financial Eligibility Test.</p>
4.29	<p><b>Amended Paragraph</b></p> <p>Where Advice and Assistance (other than Police Station Advice and Assistance) or Advocacy Assistance is provided to a Child, <b>the Child must sign the application form him/herself. The Child will not be subject to any Financial Eligibility Test.</b></p>
4.29 (a)	<p><b>Clause removed and merged with 4.29</b></p>
4.29 (b)	<p><b>Clause removed</b></p>

Paragraph	Amendment
4.30	Clause no longer in use

***Other Amendments and Typo Corrections***

Paragraph	Amendment
1.2	<p><b><i>Amended Paragraph</i></b></p> <p>“Caseworker” means an employee who is not a Supervisor, but who is a fee earner who regularly undertakes criminal defence work to whom a specific caseload of Contract Work is allocated and is responsible for the progression of those cases, within their specific caseload, under supervision. Caseworker includes”-paralegals;</p>
2.23	<p><b><i>Amended Paragraph</i></b></p> <p>To substitute another Prison Law Supervisor under this Contract, your new Prison Law Supervisor must 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 and meet the requirement in Paragraph 2.24.</p>

Paragraph	Amendment
13.7	<p data-bbox="394 272 707 304"><i>Amended Paragraph</i></p> <p data-bbox="394 392 1850 496"><del>You must ensure that your Client completes the relevant civil application forms. To apply for a determination that a Client qualifies for Associated Civil Work, the Client must complete the CIV APP1 and CIV MEANS 1 forms.</del></p> <p data-bbox="394 536 1888 663">You must apply for Civil Legal Services and claim for work undertaken in this Unit of Work in accordance with the rules applicable to civil matters under the Civil Contract, using the procedures and claim forms specified for civil matters under the Civil Contract in force at the time.</p>
13.28	<p data-bbox="394 713 707 745"><i>Amended Paragraph</i></p> <p data-bbox="394 799 1850 903"><del>You must ensure that your Client completes the relevant civil application forms. To apply for a determination that a Client qualifies for Associated Civil Work, the Client must complete the CIV APP1 and CIV MEANS 1 forms.</del></p> <p data-bbox="394 943 1888 1070">You must apply for Civil Legal Services and claim for work undertaken in this Unit of Work in accordance with the rules applicable to civil matters under the Civil Contract, using the procedures and claim forms specified for civil matters under the Civil Contract in force at the time.</p>

**Specification - version 2 (effective from 1 July 2023 to 2 August 2023)**

The Specification was amended effective from 1 July 2023 to allow providers to bill pre-charge bail cases a month after the initial police station attendance in the same circumstances that they are able to do so in Release Under Investigation (RUI) cases.

Paragraph	Amendment
9.104	<p><b><i>Amended Paragraph</i></b></p> <p>A Claim must only be submitted when:</p> <ul style="list-style-type: none"><li>(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</li><li>(b) it is known that no further work will be undertaken for the Client in the same Matter; or</li><li>(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 includes where the Client has been Released Under Investigation <b>or on pre-charge bail</b> and it is unclear whether further work will be required. <b>For the avoidance of doubt, where a Client has an outstanding bail back this will form part of the same Matter as the original attendance</b> <del>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</del></li></ul>



Paragraph	Amendment
	(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.