

Table of Amendments to the Standard Civil Contract 2018, 2018 Standard Civil Contract (Education and Discrimination) 2018 and the Standard Civil Contract (Housing Possession Court Duty Scheme) 2013

The tables below set out amendments that have been made to the Standard Civil Contract documents since 2020. The Legal Aid Agency has consulted with the Consultative Bodies about these amendments as required by the contract.

Changes coming into effect from 1 January 2024

Please note that the table below sets out changes that have been made to the 2018 Standard Civil Contract Specification: Immigration and Asylum Category Specific Rules. These amendments have been consulted on and will come into effect on 1 January 2024.

Paragraph Number	Current Provision	Amendment
8.1 (Definitions)	New definition	<i>“Illegal Migration Act Matter” means civil legal aid services to an individual who has received an Illegal Migration Act Removal Notice, in relation to such a Notice, as set out in paragraph 31C of Part 1 of Schedule 1 to the Act (“Removal notices under the Illegal Migration Act 2023”)</i>
	New definition	<i>“Illegal Migration Act Removal Notice” means a notice issued pursuant to section 8 of the Illegal Migration Act 2023;</i>
8.7 (Contract Work covered by this Specification)	For the purposes of Controlled Work, a Matter should proceed and be reported under this Specification as an “Asylum Matter” where: (a) it relates to civil legal services in respect of the rights set out in paragraph 30 of Part 1 of Schedule 1 of the Act (“Immigration: rights to enter and remain”); or	For the purposes of Controlled Work, a Matter should proceed and be reported under this Specification as an “Asylum Matter” where: (a) it relates to civil legal services in respect of the rights set out in paragraph 30 of Part 1 of Schedule 1 of the Act (“Immigration: rights to enter and remain”); or

	(b) it relates to an asylum issue and is proceeding under paragraph 24 of Part 1 of Schedule 1 to the Act (“Special Immigration Appeals Commission”).	(b) it relates to an asylum issue and is proceeding under paragraph 24 of Part 1 of Schedule 1 to the Act (“Special Immigration Appeals Commission”); or (c) it relates to civil legal aid services to an individual who has received an Illegal Migration Act Removal Notice, in relation to such a Notice, as set out in paragraph 31C of Part 1 of Schedule 1 to the Act (“Removal notices under the Illegal Migration Act 2023”).								
8.11A (Delegated Functions in respect of Controlled Work)	New Clause	Unless otherwise notified by the Director, you have delegated functions in accordance with an Authorisation to determine applications for Licensed Work in Illegal Migration Act Matters.								
8.18 (Level of Accreditation for Contract Work)	<table border="1"> <thead> <tr> <th>Type of Contract Work</th> <th>Level Of Accreditation</th> </tr> </thead> <tbody> <tr> <td>Conduct if Legal Help Matters and Legal Representation</td> <td>Senior Caseworker. Trainee Casework Assistants (who have passed the relevant examination required by the IAAS at level) and Casework Assistants can conduct tasks delegated by the Senior Caseworker, except Reserved Matters.</td> </tr> </tbody> </table>	Type of Contract Work	Level Of Accreditation	Conduct if Legal Help Matters and Legal Representation	Senior Caseworker. Trainee Casework Assistants (who have passed the relevant examination required by the IAAS at level) and Casework Assistants can conduct tasks delegated by the Senior Caseworker, except Reserved Matters.	<table border="1"> <thead> <tr> <th>Type of Contract Work</th> <th>Level Of Accreditation</th> </tr> </thead> <tbody> <tr> <td>Conduct if Legal Help Matters and Legal Representation</td> <td>Senior Caseworker. Trainee Casework Assistants (who have passed the relevant examination required by the IAAS at level) and Casework Assistants can conduct tasks delegated by the Senior Caseworker, except Reserved Matters.</td> </tr> </tbody> </table>	Type of Contract Work	Level Of Accreditation	Conduct if Legal Help Matters and Legal Representation	Senior Caseworker. Trainee Casework Assistants (who have passed the relevant examination required by the IAAS at level) and Casework Assistants can conduct tasks delegated by the Senior Caseworker, except Reserved Matters.
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	Reserved Matter 1- Use of Delegated Functions to make a determination that an individual qualifies for CLR; and conduct of CLR cases	Senior Caseworker and above		Reserved Matter 1- Use of Delegated Functions to make a determination that an individual qualifies for CLR; and conduct of CLR cases	Senior Caseworker and above
	Reserved Matter 2- All Contract Work for clients who lack capacity within the meaning of section 2 of the Mental Capacity Act 2005	Senior Caseworker and above		Reserved Matter 2- All Contract Work for clients who lack capacity within the meaning of section 2 of the Mental Capacity Act 2005	Senior Caseworker and above
	Reserved Matter 3- All Contract Work carried out for a Child or a UASC	Senior Caseworker and above		Reserved Matter 3- All Contract Work carried out for a Child or a UASC	Senior Caseworker and above
	Reserved Matter 4- All Contract Work for Clients detained in IRC's	Senior Caseworker and above		Reserved Matter 4- All Contract Work for Clients detained in IRC's	Senior Caseworker and above
	Conduct of any other Contract Work not covered above	Senior Caseworker and above		Reserved Matter 5- All Contract Work in respect of an	Senior Caseworker and above

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8.26A (Matter Start Rules)	New Clause	All advice in relation to a Client's Illegal Migration Act Matter will constitute one Matter. The Appropriate UKVI unique Client number will be that of the original application given by the UKVI. Any application made to appeal at the Upper Tribunal or representation at the Upper Tribunal, if permission is granted, will constitute Licensed Work.				
Between 8.37 and 8.37A	New Heading	Supplementary Matter Starts				

8.37A (Supplementary Matter Starts)	New Clause	You may self-grant Supplementary Matter Starts in the Immigration and Asylum Category of Law, save that the total number of Supplementary Matter Starts you may self-grant in any year of the Contract Period may not exceed an amount which is equal to 100% of your existing allocation of Matter Starts in the Immigration and Asylum Category for that year.
8.42 (Bail)	When attending a Client in detention you must always advise them in relation to Bail and record the outcome of this advice on the file.	When attending a Client in detention you must always advise them in relation to Bail (including advising where if a bail application to the First Tier Tribunal cannot be made where the Client has been issued with an Illegal Migration Act Removal Notice) and record the outcome of this advice on the file.
8.52 (Detained Cases)	You may only provide advice and representation to Clients under the Detained Duty Advice Scheme and/or the DAC Scheme if you have been granted Schedule Authorisation to do so. However, you may provide advice and representation to Clients in other places of detention e.g. prisons or other designated places of UKVI detention. In accordance with Paragraph 8.42 you must advise the detained Client in relation to the appropriateness of any Bail applications.	You may only provide advice and representation to Clients under the Detained Duty Advice Scheme and/or the DAC Scheme if you have been granted Schedule Authorisation to do so. However, if you do not have an Exclusive Schedule Authorisation for the Detained Duty Advice Scheme and/or DAC Schemes, you may provide advice and representation to Clients outside those schemes in other places of detention e.g. prisons, IRCs or other designated places of UKVI detention. In accordance with Paragraph 8.42 you must advise the detained Client in relation to the appropriateness of any Bail applications.
8.54 (Detained Cases)	Subject to Paragraph 8.55, where you act for a Client under Paragraph 8.6 or Paragraph 8.52 you may:	Subject to Paragraph 8.55, w where you act for a Client under Paragraph 8.6 or Paragraph 8.52 you may:

	<p>(a) in addition to the costs claimable (either under the Standard Fee or Hourly Rates), claim your reasonable additional costs for travel (including travel disbursements) to the place of detention and your actual waiting time at the place of detention; and in the case of advice at prisons under Paragraph 8.157only, your reasonable additional costs for travel time (including travel disbursements and travel time) to the prison and your actual waiting time at the prison;</p> <p>(b) claim the reasonable costs of any Bail application(s)you make (subject to the CLR Cost Limit set out at Paragraph 8.102below). This Paragraph 8.54 also extends to prisons or any other designated place of UKVI detention.</p>	<p>(a) in addition to the costs claimable (either under the Standard Fee or Hourly Rates), claim your reasonable additional costs for travel (including travel disbursements) to the place of detention and your actual waiting time at the place of detention; and in the case of advice at prisons under Paragraph 8.157only, your reasonable additional costs for travel time (including travel disbursements and travel time) to the prison and your actual waiting time at the prison;</p> <p>(b) claim the reasonable costs of any Bail application(s)you make (subject to the CLR Cost Limit set out at Paragraph 8.102 below). This Paragraph 8.54 also extends to prisons or any other designated place of UKVI detention.</p>
8.55 (Detained Cases)	In accordance with Paragraph 8.171, where you are attending a Detained Duty Advice Surgery under a Schedule Authorisation you may not make any claim for travel or waiting time. Disbursements such as travel and interpreting costs are claimable.	<p>Not Used.</p> <p>In accordance with Paragraph 8.171, where you are attending a Detained Duty Advice Surgery under a Schedule Authorisation you may not make any claim for travel or waiting time. Disbursements such as travel and interpreting costs are claimable.</p>
8.101 (Matters paid by Hourly Rates)	<p>Immigration and Asylum Controlled Work contained in the following list is remunerated through Hourly Rates:</p> <p>(a) Asylum Matters opened under this Contract which relate to an Asylum application (including 'NAM' or 'Legacy'), made to the UKBA prior to the 1 October 2007;</p> <p>(b) a fresh claim/further application for Asylum opened under this Contract where the original Asylum application was lodged, whether concluded or not, prior to 1 October 2007;</p> <p>(c) advice in relation to the merits of lodging an application for permission to appeal to the Upper Tribunal (where advice has not been received under Stage 2 of the Standard Fee);</p>	<p>Immigration and Asylum Controlled Work contained in the following list is remunerated through Hourly Rates:</p> <p>(a) Asylum Matters opened under this Contract which relate to an Asylum application (including 'NAM' or 'Legacy'), made to the UKBA prior to the 1 October 2007;</p> <p>(b) a fresh claim/further application for Asylum opened under this Contract where the original Asylum application was lodged, whether concluded or not, prior to 1 October 2007;</p>

	<p>(d) Bail applications;</p> <p>(e) advice and applying for a determination that a Client qualifies for civil legal services provided as Licensed Work, including complying with any pre-action protocol;</p> <p>(f) initial advice in relation to an Asylum application prior to claiming Asylum at the Asylum Intake Unit where you then cease to be instructed. This will also apply where the Client returns after attendance at the Asylum Intake Unit but where it is confirmed that the Client will be dispersed and will not continue to instruct you;</p> <p>(g) Escape Fee Cases under the Standard Fee;</p> <p>(h) advice in relation to a Client who is an UASC;</p> <p>(i) cases remitted, reviewed or referred from the Court of Appeal or the Upper Tribunal to the First Tier Tribunal;</p> <p>(j) where you hold a Schedule Authorisation any Matters opened under the Detained Duty Advice Scheme or for a DAC Scheme Client;</p> <p>(k) advice in relation to Terrorism Prevention and Investigation Measures Orders;</p> <p>(l) applying for a determination that an individual qualifies for civil legal services provided as Licensed Work in relation to Terrorism Prevention and Investigation Measures Orders;</p> <p>(m) applying for a determination that an individual qualifies for civil legal services provided as Licensed Work in relation to the Special Immigration Appeals Commission;</p>	<p>(c) advice in relation to the merits of lodging an application for permission to appeal to the Upper Tribunal (where advice has not been received under Stage 2 of the Standard Fee);</p> <p>(d) Bail applications;</p> <p>(e) advice and applying for a determination that a Client qualifies for civil legal services provided as Licensed Work, including complying with any pre-action protocol;</p> <p>(f) initial advice in relation to an Asylum application prior to claiming Asylum at the Asylum Intake Unit where you then cease to be instructed. This will also apply where the Client returns after attendance at the Asylum Intake Unit but where it is confirmed that the Client will be dispersed and will not continue to instruct you;</p> <p>(g) Escape Fee Cases under the Standard Fee;</p> <p>(h) advice in relation to a Client who is an UASC;</p> <p>(i) cases remitted, reviewed or referred from the Court of Appeal or the Upper Tribunal to the First Tier Tribunal;</p> <p>(j) where you hold a Schedule Authorisation any Matters opened under the Detained Duty Advice Scheme or for a DAC Scheme Client;</p> <p>(k) advice in relation to Terrorism Prevention and Investigation Measures Orders;</p> <p>(l) applying for a determination that an individual qualifies for civil legal services provided as Licensed Work in relation to Terrorism Prevention and Investigation Measures Orders;</p>
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	<p>(n) immigration advice in relation to a Client who is a Separated Child;</p> <p>(o) CLR (excluding Online Procedure Advocacy Services) where: (i) CLR was granted on or before 6 October 2020 and you have not elected to claim a Stage 2(c) Standard Fee; or (ii) CLR was granted between 7 October 2020 and 31 March 2023;</p> <p>(p) where you provide 30 minutes advice to a Client at a prison without reference to the Client’s financial eligibility pursuant to Paragraph 8.186;</p> <p>(q) advice on an application to rebut Group 2 Refugee status pursuant to Paragraph 8.26;</p> <p>(r) advice in relation to Age Assessment Appeals;</p> <p>(s) up to 7 hours advice to a Client in receipt of a PRN; and</p> <p>(t) any follow-on work that is conducted for a Client after receiving advice in relation to Paragraph 8.101(s).</p>	<p>(m) applying for a determination that an individual qualifies for civil legal services provided as Licensed Work in relation to the Special Immigration Appeals Commission;</p> <p>(n) immigration advice in relation to a Client who is a Separated Child;</p> <p>(o) CLR (excluding Online Procedure Advocacy Services) where: (i) CLR was granted on or before 6 October 2020 and you have not elected to claim a Stage 2(c) Standard Fee; or (ii) CLR was granted between 7 October 2020 and 31 March 2023;</p> <p>(p) where you provide 30 minutes advice to a Client at a prison without reference to the Client’s financial eligibility pursuant to Paragraph 8.186;</p> <p>(q) advice on an application to rebut Group 2 Refugee status pursuant to Paragraph 8.26;</p> <p>(r) advice in relation to Age Assessment Appeals;</p> <p>(s) up to 7 hours advice to a Client in receipt of a PRN; and</p> <p>(t) any follow-on work that is conducted for a Client after receiving advice in relation to Paragraph 8.101(s); and</p> <p>(u) Illegal Migration Act Matters.</p>
8.106 (Legal Help Cost Limits)	<p>Unless we notify you otherwise in writing, the following Legal Help Cost Limits are the maximum amount of costs that we will pay for at the Legal Help stage of a Matter (excluding VAT):</p> <p>(a) £100 inclusive of disbursements where: (i) You provide initial advice in relation to an Asylum application prior to making their application for asylum and then you cease to be instructed; or</p>	<p>Unless we notify you otherwise in writing, the following Legal Help Cost Limits are the maximum amount of costs that we will pay for at the Legal Help stage of a Matter (excluding VAT):</p> <p>(a) £100 inclusive of disbursements where: (i) You provide initial advice in relation to an Asylum application prior to making their application for asylum and then you cease to be instructed; or</p>

	<p>(ii) You provide initial advice in relation to an Asylum application and the Client decides not to make an application or does not provide you with any further instructions in relation to the Matter; or</p> <p>(iii) You provide advice in relation to the merits of an appeal to the Upper Tribunal;</p> <p>(b) £500 in Immigration Matters; and</p> <p>(c) £800 in Asylum Matters, (where the Matter progresses beyond initial advice).</p>	<p>(ii) You provide initial advice in relation to an Asylum application and the Client decides not to make an application or does not provide you with any further instructions in relation to the Matter; or</p> <p>(iii) You provide advice in relation to the merits of an appeal to the Upper Tribunal;</p> <p>(b) £500 in Immigration Matters;</p> <p>(c) £800 in Asylum Matters, (where the Matter progresses beyond initial advice); and</p> <p>d) £3000 in Illegal Migration Act Matters.</p>
8.108 (Legal Help Cost Limits)	The Legal Help Cost Limit set out in Paragraph 8.106(a) cannot be extended. The Cost Limits set out in Paragraph 8.106(b) and 8.106(c) may be extended by submitting the relevant Contract Report Form to us, however, costs are only payable within the Cost Limits that applied at the point they were incurred. Cost Limits cannot be extended retrospectively.	The Legal Help Cost Limit set out in Paragraph 8.106(a) cannot be extended. The Cost Limits set out in Paragraph 8.106(b), 8.106(c) and (d) may be extended by submitting the relevant Contract Report Form to us, however, costs are only payable within the Cost Limits that applied at the point they were incurred. Cost Limits cannot be extended retrospectively.
8.109 (Legal Help Cost Limits)	The Legal Help Cost Limits in Paragraphs 8.106(b) and 8.106(c) are exclusive of the reasonable costs incurred for accompanying a Client to a Screening or Substantive Interview under Paragraph 8.67.	The Legal Help Cost Limits in Paragraphs 8.106(b), 8.106(c) and 8.106(d) are exclusive of the reasonable costs incurred for accompanying a Client to a Screening or Substantive Interview under Paragraph 8.67.
8.110A (Legal Help Disbursement Limit)	New Clause	For Illegal Migration Act Matters only, unless we notify you otherwise in writing, the Legal Help Disbursement Limit is £1500 (exclusive of VAT) and is the maximum sum we will pay for the total of all disbursements for the Legal Help stage of any Matter.

8.111 (Legal Help Disbursement Limit)	The Legal Help Disbursement Limit may be extended by submitting the relevant Contract Report Form to us. However, disbursements are only payable within the Legal Help Disbursement Limit that applied at the point they were incurred. Disbursement Limits cannot be amended retrospectively.	The Legal Help Disbursement Limit, including for Illegal Migration Act Matters , may be extended by submitting the relevant Contract Report Form to us. However, disbursements are only payable within the Legal Help Disbursement Limit that applied at the point they were incurred. Disbursement Limits cannot be amended retrospectively.
8.116 (Self Grant Scheme: Increases to Cost)	The Self-Grant Scheme shall apply between 1 April 2023 and 31 July 2023 and where we have given you express written authority to operate under the provisions of Paragraphs 8.116 to 8.134.	The Self-Grant Scheme shall only apply between 1 April 2023 and 31 July 2023 and where we have given you express written authority to operate under the provisions of Paragraphs 8.1176 to 8.134.
8.123 (Self Grant Scheme: Increases to Cost)	to extend the Disbursement Limit and Cost Limits beyond the limits set out in Paragraphs 8.106 to 8.112 you must submit a relevant Contract Report Form to us.	To to extend the Disbursement Limit and Cost Limits beyond the limits set out in Paragraphs 8.12506 to 8.13412 you must submit a relevant Contract Report Form to us.
Between 8.140 and 8.140A	New Heading	Illegal Migration Act Claims
8.140A (Illegal Migration Act Claims)	New Clause	Subject to Paragraphs 8.140B to 8.140D you may Claim for a Controlled Work Matter, in addition to the circumstances listed in Paragraph 8.139, where the Matter has been open for a period of 6 months and there has been no UKVI decision on the Client's suspensive claim.
8.140B (Illegal Migration Act Claims)	New Clause	Where you submit a Claim pursuant to Paragraph 8.140A you must continue to provide Contract Work under the original Matter and may submit a supplemental Claim in accordance with Paragraph 3.37.

8.140C (Illegal Migration Act Claims)	New Clause	Where you submit a Claim pursuant to Paragraph 8.140A and provide further advice to a Client on the same Matter, regardless of the length of time since the previous advice or submission of the Claim, this must be treated as the same Matter and a separate Matter Start may not be opened.
8.140D (Illegal Migration Act Claims)	New Clause	We may, by notice, remove your right to submit Claims pursuant to Paragraph 8.140A if you persistently fail to comply with Paragraphs 8.140B to 8.140C irrespective of the date on which we become aware of such breach.
8.142 (Applications for permission to appeal to the Upper Tribunal)	A Licensed Work Certificate must be in place before any applications to the Upper Tribunal for permission to appeal are made or any work in relation to an application is commenced. If you apply to the Upper Tribunal for permission to appeal and permission is refused you may not claim any costs relating to the application or appeal, either by way of Standard Fee or Hourly Rates. Your costs in the Matter must be limited to those covered by Stage 2 or those allowed under Paragraph 8.138.	A Licensed Work Certificate must be in place before any applications to the Upper Tribunal for permission to appeal are made or any work in relation to an application is commenced. Except in respect of Illegal Migration Act Matters, if you apply to the Upper Tribunal for permission to appeal and permission is refused you may not claim any costs relating to the application or appeal, either by way of Standard Fee or Hourly Rates. Your costs in the Matter must be limited to those covered by Stage 2 or those allowed under Paragraph 8.138.
8.143 (Applications for permission to appeal to the Upper Tribunal)	Where an application for permission to appeal to the Upper Tribunal is: (a) dealt with under the DAC Scheme; or (b) has been lodged by the UKVI,	Where an application for permission to appeal to the Upper Tribunal is: (a) dealt with under the DAC Scheme; or (b) has been lodged by the UKVI; or

	you may Claim costs for Contract Work associated with the application, whether or not permission is granted, at the rates set out in the Remuneration Regulations.	(c) has been lodged as part of an Illegal Migration Act Matter you may Claim costs for Contract Work associated with the application, whether or not permission is granted, at the rates set out in the Remuneration Regulations.
8.150 (IRC Rota)	If you have Schedule Authorisation to deliver Contract Work under an IRC Rota you must deliver that Contract Work. If, for whatever reason, you are unable to meet your obligations under an IRC Rota, you must inform us immediately.	If you have Schedule Authorisation to deliver Contract Work under an IRC Rota you must: (a) deliver that Contract Work which shall include; providing advice at all IRC Rota Slots you are allocated; and (b) if, for whatever reason, you are unable to meet your obligations under an IRC Rota, you must inform us immediately.
8.150A (IRC Rota)	New Clause	Failure to comply with Paragraph 8.150(a) may result in the imposition of Sanctions pursuant to Clause 24 including but not limited to Sanction 1 suspending or restricting your participation on IRC Rotas. For the avoidance of doubt, obligations under Paragraphs 8.150(a) and (b) are separate and compliance with 8.50(b) does not in itself mean a Sanction will not be imposed in respect of a breach of Paragraph 8.150(a) where this is considered reasonable.
8.152 (IRC Rota)	The IRC Rota will operate during Business Hours from Monday through to Friday inclusive and will exclude any Bank and Public Holidays.	The IRC Rota will operate during Business Hours from Monday through to Friday inclusive and will exclude any Bank and Public Holidays and pursuant to Paragraph 8.151 you must ensure that you have sufficient numbers of Caseworkers available to meet your IRC obligations when the IRC rota is in operation.
8.153 (IRC Rota)	You must be contactable during Business Hours (including via fax, telephone, email and any other method we may reasonably require).	You must be contactable during Business Hours (including via fax , telephone, email and any other method we may reasonably require).

8.154 (The Detained Duty Advice Scheme)	Your Schedule will set out the number (and if applicable the dates) of IRC Rota days during which you must deliver the Detained Duty Advice Scheme services at the designated IRC(s) throughout the Schedule period.	We will periodically issue (providing at least one month notice) IRC rota allocations which Your Schedule will set out the number (and if applicable the dates) of IRC Rota days during which you must deliver the Detained Duty Advice Scheme services at the designated IRC(s) throughout the Schedule period.
8.154A (The Detained Duty Advice Scheme)	New Clause	You must attend the designated IRC(s) in person to deliver the Detained Duty Advice Scheme surgeries on all IRC Rota days until 31 December 2023.
8.154B (the Detained Duty Advice Scheme)	New Clause	Subject to Paragraph 8.154C, from 1 January 2024 you may deliver the Detained Duty Advice Scheme surgeries remotely.
8.154C (the Detained Duty Advice Scheme)	New Clause	We may rescind the authorisation to deliver Detained Duty Advice Scheme surgeries remotely pursuant to Paragraph 8.154B by providing you with one month's notice.
8.156 (the Detained Duty Advice Scheme)	<p>During each IRC Rota week you will be informed by the IRC of the number of Detained Duty Advice Surgeries required during that week. The IRC will provide you with information as to the:</p> <ul style="list-style-type: none"> •Number of Detained Duty Advice Surgeries required during the week at the IRC; •Time and date of the Detained Duty Advice Surgery; •Location; and 	<p>During each IRC Rota week you will be informed by the IRC of the number of Detained Duty Advice Surgeries required during that week. On the Business Day immediately preceding a scheduled Detained Duty Advice Scheme IRC Rota day, tThe IRC will provide you with information confirming the:</p> <ul style="list-style-type: none"> • Nnumber of Detained Duty Advice Surgeries required during that week at the Clients requiring Detained Duty Advice Scheme services IRC;

	Details of Clients you are required to see at each Detained Duty Advice Surgery.	<ul style="list-style-type: none"> • Time and date of the Detained Duty Advice Scheme surgery slots Surgery; • Location; and • dDetails of Clients you are required to see at each Detained Duty Advice Scheme sSurgery including any requirement for interpreters.
8.157 (the Detained Duty Advice Scheme)	You must provide a maximum of 30 minutes advice to a Client at a Detained Duty Advice Surgery without reference to the Client's financial eligibility.	You must may provide a maximum of 30 minutes advice to a Client at a Detained Duty Advice S cheme S surgery without reference to the Client's financial eligibility.
8.158 (the Detained Duty Advice Scheme)	The purpose of the advice session is to ascertain the basic facts of the Matter and to make a decision as to whether the Matter requires further investigation or whether further action can be taken.	The purpose of the advice session is to ascertain the basic facts of the Matter and to make a decision as to whether the Matter requires further investigation or whether further action can be taken e.g. advice regarding an Illegal Migration Act Removal Notice or other issue.
8.159 (the Detained Duty Advice Scheme)	When attending a Client, the Caseworker must always advise a Client in relation to Temporary Admission and Bail and record the outcome of this advice on the file.	When attending a Client, the Caseworker must always advise the a Client in relation to Temporary Admission and Bail (including advising where a Bail application to the First Tier Tribunal cannot be made where the Client has been issued with an Illegal Migration Act Removal Notice) and record the outcome of this advice on the file.
8.160 (the Detained Duty Advice Scheme)	On the conclusion of the Client's 30 minute advice session you must make a determination as to whether the Client qualifies for civil legal services in accordance with Legal Aid Legislation and any Authorisation made under it to ascertain whether you are able to continue to advise the Client under Controlled Work in accordance with this Contract.	On the conclusion of the Client's 30 minute advice session you must make a determination as to whether the Client qualifies for civil legal aid services in accordance with Legal Aid Legislation and any Authorisation made under it to ascertain whether you are able to continue to advise the Client under Controlled Work in accordance with this Contract.

8.161 (the Detained Duty Advice Scheme)	You must record the time spent with each Client at a Detained Duty Advice Surgery on the Contract Report Form specified by us.	You must record the time spent with each Client at a Detained Duty Advice Scheme s Surgery on the Contract Report Form specified by us.
8.161A (the Detained Duty Advice Scheme)	New Clause	Where you are aware you will not have capacity to advise one or more Clients following the 30 minute advice session you must inform us of this issue as a minimum at least 3 Business Days prior to the Detained Duty Advice Scheme surgery. When considering your capacity you must assume that 10 Clients per day you are scheduled to attend at a Detained Duty Advice Scheme surgery may require further civil legal aid services following the advice session.
8.162 (the Detained Duty Advice Scheme)	You must ensure the client is given adequate information in a written format at the end of the Detained Duty Advice Surgery whether or not the matter requires further investigation. This information should sufficiently address the outcome of the Detained Duty Advice Surgery with details of the name of the Caseworker who has advised the client.	You must ensure the C lient is given adequate information in a written format at the end of the Detained Duty Advice Scheme s Surgery whether or not the matter requires further investigation. This information should sufficiently address the outcome of the Detained Duty Advice Scheme s Surgery with details of the name of the Caseworker who has advised the C lient.
Between 8.162 and 8.162A	New Heading	Capacity Notification & Referral
8.162A (Capacity Notification & Referral)	New Clause	The provisions in Paragraph 8.162B and 8.162C shall only apply where we have notified you of the same.

8.162B (Capacity Notification & Referral)	New Clause	Where, pursuant to Paragraph 8.160 you determine that the Client qualifies for civil legal aid services in accordance with Legal Aid Legislation and any Authorisation made under it but do not have capacity to continue to advise that Client you must immediately inform us using the email address we shall provide for this purpose.
8.162C (Capacity Notification & Referral)	New Clause	Where we notify you that another Provider has capacity to accept a referral you must provide relevant information by email to the Client and the alternative Provider including but not limited to: (a) the Client's details; (b) completed Legal Aid Application Forms; and (c) a summary of the information obtained etc during the advice session.
8.179 (Detained Duty Advice Scheme Remuneration)	You may not make any Claim for travelling time or waiting time. Disbursements such as costs of travel and interpreting costs are claimable.	You may not make any Claim for travelling time or waiting time to attend a Detained Duty Advice Scheme surgery in person. Reasonable Disbursements such as costs of travel and interpreting costs are claimable.
8.181 (Detained Duty Advice Scheme Remuneration)	The Standard Fee you may Claim is dependent on the number of Clients you advise at the Detained Duty Advice Surgery.	The Standard Fee you may Claim is dependent on the number of Clients you advise at the Detained Duty Advice Scheme Surgery.

2018 Category Definitions

Paragraph Number	Current Provision	Amendment
39 Immigration and Asylum	<p>39. Legal Help on matters and all proceedings in relation to:</p> <ul style="list-style-type: none"> (a) Immigration-related detention powers referred to in paragraph 25(1) of Part 1 of Schedule 1 to the Act; (b) Conditions of immigration bail under provisions referred to in paragraph 26(1) or 27(1) of Part 1 of Schedule 1 to the Act; (c) Conditions imposed on an individual under the provisions referred to in paragraph 27A(1) of Part 1 of Schedule 1 to the Act; (d) An application for indefinite leave by a victim of domestic violence (as described in paragraph 28 of Part 1 of Schedule 1 to the Act); (e) A residence card application by a victim of domestic violence (as described in paragraph 29 of Part 1 of Schedule 1 to the Act); (f) Rights to enter and to remain in the United Kingdom under the provisions referred to in paragraph 30(1) of Part 1 of Schedule 1 to the Act; 	<p>39. Legal Help on matters and all proceedings in relation to:</p> <ul style="list-style-type: none"> (a) Immigration-related detention powers referred to in paragraph 25(1) of Part 1 of Schedule 1 to the Act; (b) Conditions of immigration bail under provisions referred to in paragraph 26(1) or 27(1) of Part 1 of Schedule 1 to the Act; (c) Conditions imposed on an individual under the provisions referred to in paragraph 27A(1) of Part 1 of Schedule 1 to the Act; (d) An application for indefinite leave by a victim of domestic violence (as described in paragraph 28 of Part 1 of Schedule 1 to the Act); (e) A residence card application by a victim of domestic violence (as described in paragraph 29 of Part 1 of Schedule 1 to the Act); (f) Rights to enter and to remain in the United Kingdom under the provisions referred to in paragraph 30(1) of Part 1 of Schedule 1 to the Act; (g) An application by a victim of human trafficking for leave to enter or remain in the United

	<ul style="list-style-type: none"> (g) An application by a victim of human trafficking for leave to enter or remain in the United Kingdom (as described in subparagraph 32(1) of Part 1 of Schedule 1 to the Act); (h) A Terrorism Prevention and Investigation Measure notice (as described in paragraph 19 or paragraph 45 of Part 1 of Schedule 1 to the Act); (i) An application by a victim of slavery, servitude or forced or compulsory labour for leave to enter or remain in the United Kingdom (as described in subparagraph 32A(1) of Part 1 of Schedule 1 to the Act); (j) A claim for damages arising from any of the powers listed in (a)-(c) of this paragraph 39 (as described in paragraphs 3, 21, 22, of 39) of Part 1 of Schedule 1 to the Act); (k) All new services introduced by the Nationality and Borders Act 2022. 	<p>Kingdom (as described in subparagraph 32(1) of Part 1 of Schedule 1 to the Act);</p> <p>(h) A Terrorism Prevention and Investigation Measure notice (as described in paragraph 19 or paragraph 45 of Part 1 of Schedule 1 to the Act);</p> <p>(i) An application by a victim of slavery, servitude or forced or compulsory labour for leave to enter or remain in the United Kingdom (as described in subparagraph 32A(1) of Part 1 of Schedule 1 to the Act);</p> <p>(j) A claim for damages arising from any of the powers listed in (a)-(c) of this paragraph 39 (as described in paragraphs 3, 21, 22, of 39) of Part 1 of Schedule 1 to the Act);</p> <p>(k) All new services introduced by the Nationality and Borders Act 2022; and</p> <p>(l) All new services introduced by the Illegal Migration Act 2023.</p>

Changes coming into effect from 1 November 2023

Please note that the table below sets out changes that have been made to the 2018 Standard Civil Contract Specification (General Provisions 1-6), the 2018 Standard Civil Contract Specification (General Provisions 1-6) (Education and Discrimination) and the 2018 Standard Civil Contract Family Mediation Specification in relation to remote supervision. These amendments have been consulted on and will come into effect on 1 November 2023.

2018 Standard Civil Contract Specification (General Provisions 1-6), the 2018 Standard Civil Contract Specification (General Provisions 1-6) (Education and Discrimination)

2.21 (Supervision Standard)	Arrangements must be in place to ensure that each Supervisor is able to conduct their role effectively including but not limited to: (a) designating time to conduct supervision of each Caseworker; (b) 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 (c) ensuring that the level of supervision provided reflects the skills, knowledge and experience of the individual Caseworker.	Amended text Arrangements must be in place to ensure that each Supervisor is able to conduct their role effectively including but not limited to: (a) designating time to conduct supervision of each Caseworker; (b) designating at least one day per calendar month to be in attendance at each Office at which they supervise staff where you determine that this is required (which must coincide with attendance by staff supervised) ; and (c) ensuring that the level of supervision provided reflects the skills, knowledge and experience of the individual Caseworker.
2.23 (Supervision Standard)	Where a Caseworker undertakes Contract Work in a location other than where their Supervisor is based, the 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.	Amended text Where a Caseworker undertakes Contract Work in a location other than where their Supervisor is based, the 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 where you determine that this is required.

2018 Standard Civil Contract Family Mediation Specification

2.14 (Supervision)	Where a Mediator undertakes Contract Work in a location other than where their Supervisor is based, the Supervisor must conduct, as a minimum, face-to -face supervision at least once	Amended text Where a Mediator undertakes Contract Work in a location other than where their Supervisor is based, the Supervisor must conduct, as a minimum, face-to -face supervision at least once every three months
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	every three months with the parties present in the same location.	with the parties present in the same physical location where you determine that this is required.
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Changes coming into effect from 1 August 2023

Please note that the 2018 Standard Civil Contract Category Specific Rules Housing and Debt has been amended to incorporate the new Housing Loss Prevention Advice Service (HLPAS) contract work (under an exclusive schedule) that are due to commence on 1st August 2023. The new provisions have been consulted on and are set out at paragraph 10.18 to 10.78. Please note that these provisions only apply to providers with an exclusive HLPAS Schedule and that no amendments have been made to paragraph’s 10.1 to 10.17 of the 2018 Standard Civil Contract Category Specific Rules Housing and Debt. A draft version of the revised 2018 Standard Civil Contract Category Specific Rules Housing and Debt can be found at <https://www.gov.uk/government/publications/standardcivil-contract-2018> .

Changes coming into effect from 1 April 2023

These tables set out changes that have been included into 2018 Standard Civil Contract Category Specific Rules Immigration and Asylum. Please note that these changes to the above contract documents will not come into effect until 1 April 2023.

2018 Standard Civil Contract Category Specific Rules Immigration and Asylum		
Paragraph Number	Current Provision	Amendment
8.1 (Definitions)	New Definition	<i>"Add-on Services"</i> means as described in section 66 of the Nationality and Borders Act 2022;
8.1 (Definitions)	New Definition	<i>"Age Assessment Appeal"</i> means an appeal to the First-tier Tribunal brought by an Age Disputed Person;

8.1 (Definitions)	New Definition	<i>“Age Disputed Person”</i> means as described in section 49(1) of the Nationality and Borders Act 2022;
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8.1 (Definitions)	<i>“Attendance Day”</i> means the day your Senior Caseworker(s) will be required to attend the IRC to assist a DFT, DAC or NSA Client at the Substantive Interview. An Attendance Day is normally required the day after you have been advised by the UKVI that such a client needs legal representation;	<i>“Attendance Day”</i> means the day your Senior Caseworker(s) will be required to attend the IRC to assist a DFT , DAC or NSA Client at the Substantive Interview. An Attendance Day is normally required the day after you have been advised by the UKVI that such a client needs legal representation;
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	<i>“Cost Limits”</i> means the cost limits set out at Paragraphs 8.106 to 8.129 below;	<i>“Cost Limits”</i> means the cost limits set out at Paragraphs 8.106 to 8.129 8.134 below;
8.1 (Definitions)	<i>“Detained Fast Track”</i> or <i>“DFT Scheme”</i> means the UKVI scheme used for the accelerated processing of specified asylum applications;	<i>“Detained Fast Track”</i> or <i>“DFT Scheme”</i> means the UKVI scheme used for the accelerated processing of specified asylum applications;
8.1 (Definitions)	<i>“Fast Track Client”</i> means an individual detained under a UKVI Detained Fast Track Scheme;	<i>“Fast Track Client”</i> means an individual detained under a UKVI Detained Fast Track Scheme;
8.1 (Definitions)	<i>“Fast Track”</i> or <i>“Fast Track Scheme”</i> means the special contract arrangements subject to Schedule Authorisation to deliver services to Clients detained in relation to the UKVI Detained Fast Track Scheme;	<i>“Fast Track”</i> or <i>“Fast Track Scheme”</i> means the special contract arrangements subject to Schedule Authorisation to deliver services to Clients detained in relation to the UKVI Detained Fast Track Scheme;
8.1 (Definitions)	<i>“Fast Track Procedure Rules”</i> means The Asylum and Immigration Tribunal (Fast Track Procedure) Rules 2017;	<i>“Fast Track Procedure Rules”</i> means The Asylum and Immigration Tribunal (Fast Track Procedure) Rules 2017;
8.1 (Definitions)	<i>Group 2 Refugee”</i> means as defined in section 11(1)(b) of the Nationality and Borders Act 2022;	<i>Group 2 Refugee”</i> means as defined in section 11 12(1)(b) of the Nationality and Borders Act 2022;

8.1 (Definitions)	“Immigration Procurement Area” or “Immigration and Asylum Procurement Area” or “Immigration – Asylum Procurement Area” has the meaning set out in your Schedule;. It will be either: London and the Southeast; Midlands and East of England;	“Immigration Procurement Area” or “Immigration and Asylum Procurement Area” or “Immigration – Asylum Procurement Area” has the meaning set out in your Schedule; ;- It will be either: London and the Southeast; Midlands and East of England; North East, Yorkshire and the Humber; North West;
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	North East, Yorkshire and the Humber; North West; South West; or Wales;	South West; or Wales;
	“IRC Procurement Area” means an individual IRC; either: Brook House IRC; Colnbrook IRC; Derwentside IRC; Harmondsworth IRC; Tinsley House IRC; or Yarl's Wood IRC;	“IRC Procurement Area” means an individual IRC; either: Brook House IRC; Colnbrook IRC; Derwentside IRC; Harmondsworth IRC; Tinsley House IRC; or Yarl's Wood IRC;
	New Definition	<i>“National Referral Mechanism” or “NRM” means as described in Part 4 of Schedule 1 to the Act;</i>
	“NSA Scheme” means the UKVI scheme used for the processing of specified asylum applications;	“NSA Scheme” means the UKVI scheme used for the processing of specified asylum applications;
	New Definition	<i>“Priority Removal Notice” or “PRN” as described in section 20(3) of the Nationality and Borders Act 2022;</i>

	<p>“Standby Day” means any day on which you are required to be on call to receive referrals of Clients subject to the Scheme;</p>	<p>“Standby Day” means any day on which you are required to be on call to receive referrals of Clients subject to the Detained Fast Track DAC Scheme;</p>
	<p>New Definition</p>	<p>“Self-Grant Scheme Form” means the form issued by us which must be used to record your exercise of authority under the SelfGrant Scheme;</p>

	<p>“UKVI” means UK Visas and Immigration, formerly known as the United Kingdom Border Agency,</p>	<p>“UKVI” means UK Visas and Immigration, (formerly known as the United Kingdom Border Agency, Immigration Nationality Directorate, Border and Immigration Agency) and Home Office.</p>
	<p>Immigration Nationality Directorate, Border and Immigration Agency and Home Office. Where UKVI is referenced it also includes Ports, Entry Clearance Offices, Consulates and Embassies</p>	<p>Where UKVI is referenced it also includes Ports, Entry Clearance Offices, Consulates and Embassies; and</p>
	<p>“Work Restrictions” means our Work Restrictions document published by us on our website which sets out permissible and prohibited work and those matters that are reserved under various levels of the Law Society Immigration and Asylum Accreditation Scheme;</p>	<p>“Work Restrictions” means our Work Restrictions document published by us on our website which sets out permissible and prohibited work and those matters that are reserved under various levels of the Law Society Immigration and Asylum Accreditation Scheme.;</p>
<p>8.5 (Work Subject to Exclusive Schedule Authorisations</p>	<p>In addition to the Schedule for mainstream Immigration and Asylum Contract Work as described in Section 1 of this Civil Specification, there are two separate arrangements in the Immigration and Asylum Category of Law which are subject to specific Schedule Authorisation. Your Contract for Signature or Schedule will denote whether you have Schedule Authorisation to carry out Contract Work under:</p> <ul style="list-style-type: none"> a) Detained Duty Advice Scheme in an IRC; and b) the Detained Fast Track Scheme/Detained Asylum Casework Scheme. 	<p>In addition to the Schedule for mainstream Immigration and Asylum Contract Work as described in Section 1 of this Civil Specification, there are two separate arrangements in the Immigration and Asylum Category of Law which are subject to specific Schedule Authorisation. Your Contract for Signature or Schedule will denote whether you have Schedule Authorisation to carry out Contract Work under:</p> <ul style="list-style-type: none"> a) Detained Duty Advice Scheme in an IRC; and b) the Detained Fast Track Scheme/Detained Asylum Casework Scheme.

8.6 (Work Subject to Exclusive Schedule Authorisations)

Unless you have Schedule Authorisation you may not provide Contract Work under the special contract arrangements specified in Paragraph 8.5 unless:

- (a) the Client is a close family member of an existing Client and knowledge of the family's circumstances is material to the new Client's case (a close family member for the purpose of this rule is a member of the family who is the Client's spouse, partner, child, sibling, parent, grandparent or grandchild); or

Unless you have Schedule Authorisation you may not provide Contract Work under the special contract arrangements specified in Paragraph 8.5 unless:

- (e) the Client is a close family member of an existing Client and knowledge of the family's circumstances is material to the new Client's case (a close family member for the purpose of this rule is a member of the family who is the Client's spouse, partner, child, sibling, parent, grandparent or grandchild); or
- (f) in the case of a Client detained in an IRC only, the Client is an existing Client on whom you have

	<p>(b) in the case of a Client detained in an IRC only, the Client is an existing Client on whom you have attended in the UK and carried out at least five hours work (excluding travel and waiting) prior to the Client’s detention. In this case you should continue to act for the Client until you reach the completion of the next stage of the Matter. At this point you should decide whether it is in the best interests of the Client to refer the matter to a Provider with Schedule Authorisation or to continue to represent the Client yourself; or</p> <p>(c) there are no providers with Schedule Authorisation in the IRC Procurement Area where the Client is detained; or</p> <p>(d) the Client has an appeal listed at a designated Fast Track Scheme location.</p>	<p>attended in the UK and carried out at least five hours work (excluding travel and waiting) prior to the Client’s detention. In this case you should continue to act for the Client until you reach the completion of the next stage of the Matter. At this point you should decide whether it is in the best interests of the Client to refer the matter to a Provider with Schedule Authorisation or to continue to represent the Client yourself; or</p> <p>(g) there are no providers with Schedule Authorisation in the IRC Procurement Area where the Client is detained; or</p> <p>(h) the Client has an appeal listed at a designated Fast Track DAC Scheme location,-</p> <p>however, if you do not hold an Exclusive Schedule Authorisation as specified in Paragraph 8.5 and are not authorised to provide Contract Work under the special contract arrangements specified in Paragraph 8.5 you may provide Contract Work to Clients that is not restricted to holders of Exclusive Schedule Authorisations.</p>
<p>8.8 (Work Subject to Exclusive Schedule Authorisations)</p>	<p>For the purposes of Controlled Work, a Matter should proceed and be reported as an “Immigration Matter” where it relates to civil legal services in respect of the rights mentioned in:</p> <p>(a) paragraph 25 of Part 1 of Schedule 1 to the Act (“Immigration: detention”);</p> <p>(b) paragraph 26 of Part 1 of Schedule 1 to the Act (“Immigration: conditions of immigration bail: persons liable to examination or removal”);</p>	<p>For the purposes of Controlled Work, a Matter should proceed and be reported as an “Immigration Matter” where it relates to civil legal services in respect of the rights mentioned in:</p> <p>(b) paragraph 25 of Part 1 of Schedule 1 to the Act (“Immigration: detention”);</p> <p>(b) paragraph 26 of Part 1 of Schedule 1 to the Act (“Immigration: conditions of immigration bail: persons liable to examination or removal”);</p>

	<p>(c) paragraph 27 of Part 1 of Schedule 1 to the Act (“Immigration: conditions of immigration bail (deportation)”); (d) paragraph 27A of Part 1 of Schedule 1 to the Act (“Immigration: conditions imposed under other provisions”);</p> <p>(e) paragraph 28 of Part 1 of Schedule 1 to the Act (“Immigration: victims of domestic violence and indefinite leave to remain”); (f) paragraph 29 of Part 1 of Schedule 1 to the Act (“Immigration: victims of domestic violence and residence cards”);</p> <p>(g) paragraph 32 of Part 1 of Schedule 1 to the Act (Victims of trafficking in human beings”) insofar as civil legal services relate to an application by the individual for leave to enter, or to remain in, the United Kingdom;</p> <p>(h) paragraph 24 of Part 1 of Schedule 1 to the Act (“Special Immigration Appeals Commission”) where it relates to an immigration issue;</p> <p>(i) paragraph 45 of Part 1 of Schedule 1 to the Act (“Terrorism prevention and investigation measures etc”); or</p> <p>(j) paragraph 32A of Part 1 of Schedule 1 to the Act (“Victims of slavery, servitude or forced or compulsory labour”) in so far as civil legal services relate to an application by the individual for leave to enter, or to remain in, the United Kingdom.</p>	<p>(c) paragraph 27 of Part 1 of Schedule 1 to the Act (“Immigration: conditions of immigration bail (deportation)”; (d) paragraph 27A of Part 1 of Schedule 1 to the Act (“Immigration: conditions imposed under other provisions”);</p> <p>(e) paragraph 28 of Part 1 of Schedule 1 to the Act (“Immigration: victims of domestic violence and indefinite leave to remain”); (f) paragraph 29 of Part 1 of Schedule 1 to the Act (“Immigration: victims of domestic violence and residence cards”);</p> <p>(g) paragraph 31B of Part 1 of Schedule 1 to the Act (“Appeals relating to age assessments under the Nationality and Borders Act 2022”);</p> <p>(hg) paragraph 32 of Part 1 of Schedule 1 to the Act (Victims of trafficking in human beings”) insofar as civil legal services relate to an application by the individual for leave to enter, or to remain in, the United Kingdom;</p> <p>(ih) paragraph 24 of Part 1 of Schedule 1 to the Act (“Special Immigration Appeals Commission”) where it relates to an immigration issue;</p> <p>(ji) paragraph 45 of Part 1 of Schedule 1 to the Act (“Terrorism prevention and investigation measures etc”); or</p> <p>(kj) paragraph 32A of Part 1 of Schedule 1 to the Act (“Victims of slavery, servitude or forced or compulsory labour”) in so far as civil legal services relate to an application by the individual for leave to enter, or to remain in, the United Kingdom.; or</p> <p>(l) paragraph 1A of Part 1 of Schedule 1 to the Act “Add-on services in relation to referral into the National referral mechanism.</p>
<p>8.25 (Matter Start Rules)</p>	<p>An Asylum application and any Asylum appeal will constitute one Matter. The appropriate UKVI unique Client number will be that of the original Asylum application.</p>	<p>An Asylum application and any Asylum appeal other than Standard Fee Stage 2(a), 2(b) or 2 (c) Claims will constitute one separate Matters. The appropriate UKVI unique Client number for both Matters will be that of the original Asylum application.</p>

8.26 (Matter Start Rules)	New clause	An Asylum application and any Asylum appeal attracting a Standard Fee Stage 2(a), 2(b) or 2 (c) Claim will constitute one Matter. The appropriate UKVI unique Client number will be that of the original application given by the UKVI.
8.27 (Matter Start Rules)	An application to rebut a provisional decision to recognise an individual as a Group 2 Refugee by the Home Office made prior to a final decision on the asylum application will constitute one Matter.	Advice in relation to an application (including advice on merits) to rebut a provisional decision to recognise an individual as a Group 2 Refugee by the Home Office made prior to a final decision on the asylum application will constitute one a separate Matter.
8.28 (Matter Start Rules)	A Matter Start under Paragraph 8.27 is a separate Matter Start to the original Asylum application and a separate Claim may be submitted for this work.	A Matter Start under Paragraph 8.2 7 6 is a separate Matter Start to the original Asylum application and a separate Claim may be submitted for this work.
8.29 (Matter Start Rules)	New clause	An Age Assessment Appeal will constitute one Matter
8.30 (Matter Start Rules)	New clause	A Matter Start under Paragraph 8.29 is a separate Matter Start to any associated Immigration or Asylum Matter.
8.31 (Matter Start Rules)	New clause	Advice in relation to obligations under a Priority Removal Notice is a separate Matter Start to any associated Immigration or Asylum Matter;

8.32(Matter Start Rules)	An Immigration application and any Immigration appeal will constitute one Matter. The appropriate UKVI unique Client number will be that of the original application given by the UKVI.	An Immigration application and any Immigration appeal other than Standard Fee Stage 2(a), 2(b) or 2 (c) Claims will constitute separate Matters will constitute one Matter. The appropriate UKVI unique Client number for both Matters will be that of the original application given by the UKVI.
8.33 (Matter Start Rules)	New clause	An Immigration application and any Immigration appeal attracting a Standard Fee Stage 2(a), 2(b) or 2 (c)) Claim will constitute one Matter. The appropriate UKVI unique Client number will be that of the original application given by the UKVI.
8.36 (Matter Start Rules)	New clause	Any associated advice in relation to the National Referral Mechanism will not constitute a separate Matter from the original Matter and you may not open a separate Matter Start.
8.39 (Matter Start Rules)	Where a case or a Client is transferred to another Office under Paragraph 8.32 above, the case must proceed under the same Matter Start.	Where a case or a Client is transferred to another Office under Paragraph 8.382 above, the case must proceed under the same Matter Start.
8.52 (Detained Cases)	You may only provide advice and representation to Clients under the Detained Duty Advice Scheme and/or the DAC Scheme in an IRC if you have been granted Schedule Authorisation to do so. However, you may provide advice and representation to Clients in other places of detention e.g. prisons or other designated places of UKVI detention. In accordance with Paragraph 8.36 you must advise the detained Client in relation to the appropriateness of any Bail applications	You may only provide advice and representation to Clients under the Detained Duty Advice Scheme and/or the DAC Scheme in an IRC if you have been granted Schedule Authorisation to do so. However, you may provide advice and representation to Clients in other places of detention e.g. prisons or other designated places of UKVI detention. In accordance with Paragraph 8.4236 you must advise the detained Client in relation to the appropriateness of any Bail applications

8.53 (Detained Cases)

Where you are providing advice and representation under Paragraph 8.46 you should continue to act for Cross referencing correction following changes to the Specification 11 the Client until: (a) the Client formally ceases to give instructions; (b) the Client is released from detention; (c) the Client is dispersed from the area; (d) the Client is removed from the country; or (e) you are no longer able to act for the Client because of a conflict of interest or other good reason relating to professional conduct.

Where you are providing advice and representation under Paragraph ~~8.5246~~ you should continue to act for Cross referencing correction following changes to the Specification 11 the Client until: (a) the Client formally ceases to give instructions; (b) the Client is released from detention; (c) the Client is dispersed from the area; (d) the Client is removed from the country; or (e) you are no longer able to act for the Client because of a conflict of interest or other good reason relating to professional conduct.

<p>8.54 (Detained Cases)</p>	<p>Subject to Paragraph 8.49, where you act for a Client under Paragraph 8.6 or Paragraph 8.46 you may:</p>	<p>Subject to Paragraph 8.5549, where you act for a Client under Paragraph 8.6 or Paragraph 8.5246 you may:</p>
	<p>(a) in addition to the costs claimable (either under the Standard Fee or Hourly Rates), claim your reasonable additional costs for travel (including travel disbursements) to the place of detention and your actual waiting time at the place of detention; and in the case of advice at prisons under Paragraph 8.155 only, your reasonable additional costs for travel time (including travel disbursements and travel time) to the prison and your actual waiting time at the prison;</p> <p>(b) claim the reasonable costs of any Bail application(s) you make (subject to the CLR Costs Limit set out at Paragraph 8.91 below). This Paragraph 8.48 also extends to prisons or any other designated place of UKVI detention.</p>	<p>(a) in addition to the costs claimable (either under the Standard Fee or Hourly Rates), claim your reasonable additional costs for travel (including travel disbursements) to the place of detention and your actual waiting time at the place of detention; and in the case of advice at prisons under Paragraph 8.155 only, your reasonable additional costs for travel time (including travel disbursements and travel time) to the prison and your actual waiting time at the prison;</p> <p>(b) claim the reasonable costs of any Bail application(s) you make (subject to the CLR Costs Limit set out at Paragraph 8.91 below). This Paragraph 8.5448 also extends to prisons or any other designated place of UKVI detention.</p>
<p>8.56 (Advice on referral into the National Referral Mechanism)</p>	<p>New heading and clause</p>	<p>Advice on referral into the National Referral Mechanism You may provide Add-on Services in relation to potential referral into the National Referral Mechanism where:</p> <p>(a) you are advising a Client under a Matter Start in circumstances where Add-on Services may be provided under the Act; and</p> <p>(b) you recognise indicators of the Client being a potential victim of modern slavery.</p>

8.58 (Advice on referral into the National Referral Mechanism)	New clause	<p>The following are not within the scope of Add-on Services:</p> <ul style="list-style-type: none"> (a) identifying whether the client is showing trafficking indicators; and (b) ongoing advice and support through the NRM process.
8.57 (Advice on referral into the National Referral Mechanism)	New clause	<p>Add-on Services should include:</p> <ul style="list-style-type: none"> (a) a factual explanation of the NRM; (b) an explanation of support surrounding the NRM; (c) an explanation of how the NRM interacts with the immigration system; and (d) an explanation of the referral process.
8.59 (Priority Removal Notice advice)	New heading and clause	<p>Priority Removal Notice advice</p> <p>The scope of work is as set out in paragraph 31ZA of Part 1 of Schedule 1 to the Act.</p>
8.60 (Priority Removal Notice advice)	New clause	<p>There is no means assessment required to open a Matter Start to provide advice in relation to a Client’s Priority Removal Notice obligations under s31ZA of the Nationality and Borders Act.</p>

8.61 (Priority Removal Notice advice)	New clause	You may provide up to (but no more than) 7 hours of Contract Work and when this limit is reached you must determine whether the Client qualifies for another form of publicly funded assistance.
8.62 (Priority Removal Notice advice)	New clause	Where at any time prior to concluding 7 hours of Contract Work you determine that the Client qualifies for any other form of Contract Work in the Immigration and Asylum Category of Law you must cease to provide Priority Removal Notice advice and commence a Matter under that form of Contract Work.
8.63 (Priority Removal Notice advice)	New clause	In the circumstances described in Paragraph 8.62 you must close the Priority Removal Notice Matter and submit a Claim based on Hourly Rates for the work undertaken to that point.
8.64	Subject to Paragraph 8.6, the cost of the Client’s travel to attend on you to give instructions are claimable as a disbursement, where at the point the Matter is started, no other more local Provider can assist the Client and the Client is either: (a) in receipt of support from National Asylum Support Service; (b) an UASC and is in receipt of other support from Social Services; (c) an adult or Child in receipt of support by a local authority under the Care Act 2014, the Children Act 1989 or the Immigration Act 2016; or	Subject to Paragraph 8.65, the cost of the Client’s travel to attend on you to give instructions are claimable as a disbursement, where at the point the Matter is started, no other more local Provider can assist the Client and the Client is either: (a) in receipt of support from National Asylum Support Service; (b) an UASC and is in receipt of other support from Social Services; (c) an adult or Child in receipt of support by a local authority under the Care Act 2014, the Children Act 1989 or the Immigration Act 2016; or (d) in the reasonable opinion of the Provider the Client is suffering from destitution.
	(d) in the reasonable opinion of the Provider the Client is suffering from destitution.	

PART D				As a result of feedback we have taken this opportunity to present Part D in a clearer format making it easier for contract holders. This includes but is not limited to; the introduction of new tables, the amendment of existing tables, removal of repeated information, correction of grammatical errors, correction of paragraph cross referencing as required due to Specification amendments, amendments to headings to provide clarity.		
8.72 (Standard Fee Scheme)						
	Standard Fee	Asylum	Immigration	Standard Fee	Asylum & Immigration	
Stage 1	Legal Help	Legal Help	Legal Help	Stage 1	Legal Help	Legal Help
Stage 2 (a)	CLR- no substantive hearing where the Online Procedure is not used.	CLR- no substantive hearing where the Online Procedure is not used.	CLR- no substantive hearing where the Online Procedure is not used.	Stage 2 (a)	CLR- no substantive hearing where the Online Procedure is not used. CLR granted on or before 31 March 2023.	CLR—no substantive hearing where the Online Procedure is not used.
Stage 2 (b)	CLR- Substantive hearing where the Online Procedure is not used.	CLR- Substantive hearing where the Online Procedure is not used.	CLR- Substantive hearing where the Online Procedure is not used.	Stage 2 (b)	CLR- Substantive hearing where the Online Procedure is not used. CLR granted on or before 31 March 2023.	CLR—Substantive hearing where the Online Procedure is not used.

	<p>(a) the Matter has been open where the Matter has been open for a period of 6 months and there has been no UKVI decision on the Client's Asylum Application; and</p> <p>(b) profit costs claimable under the Stage 1 Standard Fee as calculated on the basis of Hourly Rates is equal to or exceeds the Stage 1 Standard Fee amount as described in the Remuneration Regulations</p>	<p>Stage 2 (c)</p> <p>(a) the Matter has been open for a period of 6 months and there has been no UKVI decision on the Client's Asylum Application; and</p> <p>(b) profit costs claimable under the Stage 1 Standard Fee as calculated on the basis of Hourly Rates is equal to or exceeds the Stage 1 Standard Fee amount as described in the Remuneration Regulations</p>	<p>See paragraph 8.63 below.</p> <p>See paragraph 8.63 below.</p> <p>See paragraph 8.63 below.</p>
		<p>Stage 2 (d)</p> <p>CLR- No substantive hearing where the Online Procedure is used.</p> <p>CLR granted on or after 1 April 2023.</p>	
<p>8.72 (Standard Fee Scheme)</p>	<p>Stage 2 (a): CLR</p>	<p>Stage 2 (a) and 2 (d): CLR</p>	
<p>8.75 - Asylum Stage 1 Claims</p>	<p>Subject to Paragraphs 8.76 to 8.78 you may Claim for a Controlled Work Matter, in addition to the circumstances listed in Paragraph 3.64, where:</p>	<p>Subject to Paragraphs 8.76 to 8.78 you may Claim for a Controlled Work Matter, in addition to the circumstances listed in Paragraph 3.64, where:</p>	

8.79 (Stage 2 (a) and 2 (d)): CLR

Stage 2 (a): CLR

Stage 2 (a) and 2 (d): CLR

Where a determination is made that an individual qualifies for CLR and the Matter concludes prior to the substantive hearing the Standard Fee covers, but is not limited to, the following Contract Work:

- (a) drafting and lodging an appeal, including drafting and submitting an Appeal Skeleton Argument where applicable;
- (b) preparation of an appeal;
- (c) re-application of the merits criteria in accordance with the Merits Regulations;
- (d) where a determination in relation to CLR is withdrawn, if necessary, the completion of an application for a review of the withdrawal of a determination in relation to Controlled Legal Representation; and
- (e) any post appeal advice and assistance that does not constitute a separate Matter Start.

<p>8.80 (Stage 2 (b) and 2 (e)): CLR</p>	<p>Stage 2 (b): CLR</p>	<p>Stage 2 (b) and 2 (e): CLR</p> <p>Where the Matter reaches a substantive hearing the Standard Fee covers, but is not limited to, the following Contract Work:</p> <ul style="list-style-type: none"> (a) drafting and lodging an appeal, including drafting and submitting an Appeal Skeleton Argument where applicable; (b) preparation of an appeal; (c) consideration of determination and advice to the Client about the determination and carrying out any necessary work; (d) re-applying the merits criteria as set out in the Merits Regulations for an appeal to the Upper Tribunal; (e) where the appeal to the First Tier Tribunal is dismissed and an appeal to the Upper Tribunal is not being pursued, explaining the consequences of the decision and carrying out any necessary work; (f) where the appeal is allowed, explaining the consequences of the decision including rights and entitlements; and (g) any post appeal advice and assistance that does not constitute a separate Matter Start.
<p>8.81 (Stage 2 (c)): CLR</p>	<p>Where a determination is made that an individual qualifies for CLR and the Matter is opened through the Pre Online Procedure prior to 7th October 2020 and you choose to claim Stage 2(c) Standard</p>	<p>Where a determination is made that an individual qualifies for CLR and the Matter is opened through the Pre Online Procedure prior to 7th October 2020 and you choose to claim Stage 2(c) Standard Fee</p>

	<p>Fee instead of Online Procedure Hourly Rates, the Standard Fee covers but is not limited to, the following Contract Work:</p> <p>(a) drafting and lodging an appeal, including drafting and submitting an Appeal Skeleton Argument;</p> <p>(b) preparation of an appeal including the appeal bundle;</p> <p>(c) consideration of determination and advice to the Client about the determination and carrying out any necessary work;</p> <p>(d) re-applying the merits criteria as set out in the Merits Regulations for an appeal to the Upper Tribunal;</p> <p>(e) where the appeal to the First Tier Tribunal is dismissed and an appeal to the Upper Tribunal is not being pursued, explaining the consequences of the decision and carrying out any necessary work; (f) where the appeal is allowed, explaining the consequences of the decision including rights and entitlements; and</p> <p>(g) any post appeal advice and assistance that does not constitute a separate Matter Start.</p>	<p>instead of Online Procedure Hourly Rates, the Standard Fee covers but is not limited to, the following Contract Work:</p> <p>(a) drafting and lodging an appeal, including drafting and submitting an Appeal Skeleton Argument;</p> <p>(b) preparation of an appeal including the appeal bundle;</p> <p>(c) consideration of determination and advice to the Client about the determination and carrying out any necessary work;</p> <p>(d) re-applying the merits criteria as set out in the Merits Regulations for an appeal to the Upper Tribunal;</p> <p>(e) where the appeal to the First Tier Tribunal is dismissed and an appeal to the Upper Tribunal is not being pursued, explaining the consequences of the decision and carrying out any necessary work; (f) where the appeal is allowed, explaining the consequences of the decision including rights and entitlements; and</p> <p>(g) any post appeal advice and assistance that does not constitute a separate Matter Start.</p>
<p>8.83 (Matters that do not use the Online Procedure)</p>	<p>CLR Standard Fees for matters that are not using the Online Procedure are split into two sub-stages. The Standard Fee(s) claimable for such Matters will depend on where the Matter concludes. For Matters that use the Online Procedure, refer to Paragraphs 8.62 to 8.67 below.</p>	<p>CLR Standard Fees for matters that are not using the Online Procedure are split into two sub-stages. The Standard Fee(s) claimable for such Matters will depend on where the Matter concludes. For Matters that use the Online Procedure, refer to Paragraphs 8.62 to 8.67 below.</p>

8.86 (Matters that use the Online Procedure)

Where a Matter is lodged through the Online Procedure, claims can be made as follows:

(a) for CLR Matters granted prior to 7th October 2020 ("Pre Online Procedure") you may claim, at your discretion, either Standard Fee Stage 2(c) (subject to the conditions set out in Paragraph 8.63 below) and the fee for attendance at the hearing set out in Paragraph 8.79 or the Online Procedure Hourly Rates and the Online Procedure Advocacy Services set out in Paragraph 8.93; and

(b) for CLR Matters granted on or after 7th October 2020 ("Post Online Procedure") you may claim only Online Procedure Hourly

Where a Matter is lodged through the Online Procedure, remuneration is as set out below:~~claims can be made as follows:~~

Date CLR Granted	Remuneration
<p>CLR granted on or before 6 October 2020: You may elect to claim under one, but not both, of the following 2 options</p>	<p>Option 1:</p> <ul style="list-style-type: none"> Standard Fee Stage 2(c); and where an advocate has attended a substantive hearing

	Rates and the Online Procedure Advocacy Services set out in Paragraph 8.93.		<ul style="list-style-type: none"> • Additional Payments for Advocacy Services as set out in the Remuneration Regulations • You may not also claim a Standard Fee Stage 2(a) or Stage 2(b) in relation to the same Matter 	
			<p>Option 2:</p> <ul style="list-style-type: none"> • Online Procedure Hourly Rates and where an advocate has attended a substantive hearing: • Additional Payments for Advocacy Services as set out in the Remuneration Regulations • You may not also claim a Standard Fee Stage 2(c) 	

		<p>CLR granted between 7 October 2020 and 31 March 2023 inclusive:</p>	<ul style="list-style-type: none"> • Online Procedure Hourly Rates and where an advocate has attended a substantive hearing: • Additional Payments for Advocacy Services as set out in Table
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			<p>4(ca) of the Remuneration Regulations</p>
		<p>CLR granted on or after 1 April 2023: One but not both of:</p>	<p>Where no substantive hearing takes place: Standard Fee Stage 2(d)</p>
			<p>Where a substantive hearing takes place: Standard Fee Stage 2(e)</p>
		<p>(a) for CLR Matters granted prior to 7th October 2020 ("Pre Online Procedure") you may claim, at your discretion, either Standard Fee Stage 2(c) (subject to the conditions set out in Paragraph 8.63 below) and the fee for attendance at the hearing set out in Paragraph 8.79 or the Online Procedure Hourly Rates and the Online Procedure Advocacy Services set out in Paragraph 8.93; and (b) for CLR Matters granted on or after 7th October 2020 ("Post Online Procedure") you may claim only Online Procedure Hourly Rates and the Online Procedure Advocacy Services set out in Paragraph 8.93.</p>	

8.92 (Matters that use the Online Procedure)	Post Online Procedure	Post Online Procedure Applying For Payments
8.96 (Escape Fee Cases)	New clause	Where Stage 1 and Stage 2 Claims are treated as separate Matters the Matters will be treated as an Escape Fee Case where, following conclusion of the Matter, the value of the Controlled Work, when calculated as if it were paid at the appropriate Hourly Rate, exceeds the relevant Stage Threshold and assessed independently for the purposes of determining whether either or both Claims shall become an Escape Fee Case.

<p>8.98 (Escape Fee Case)</p>	<p>New clause</p>	<p>The Stage Thresholds are:</p> <p>(a) 3 times the applicable Standard Fee for the Matter where the relevant Legal Help form was signed, or CLR was granted, on or before 31 March 2023; and</p> <p>(b) 2 times the applicable Standard Fee for the Matter where the relevant Legal Help form was signed, or CLR was granted, on or after 1 April 2023.</p>
<p>8.99 (Escape Fee Case)</p>	<p>In order to calculate whether a Matter becomes an Escape Fee Case, the following steps must be applied: (a) identify the total hours spent on the Matter up to the end of the last stage remunerated under the Standard Fee Scheme or when the Matter concludes (whichever is earlier), including any advocacy services but excluding services which are outside the Standard Fee and are always payable at Hourly Rates (as specified under Paragraph 8.86);</p> <p>(b) calculate the total costs for the hours spent on such services using the Hourly Rates set out in the Remuneration Regulations to determine the ‘</p> <p>(c) from Total A deduct all the claims for additional payments (as set out in Remuneration Regulations) paid or payable, to determine the ‘reduced total’ (Total B);</p> <p>(d) identify the Standard Fee(s) claimable for the Matter (note only one Standard Fee is payable at each stage). Add these Standard Fees together and multiply that total by the Stage Threshold (Total C); and if Total B exceeds Total C then the Matter has escaped the Standard Fee Scheme and is therefore an Escape Fee Case payable at Hourly Rates.</p>	<p>In order to calculate whether a Matter becomes an Escape Fee Case, the following steps must be applied: (a) identify the total hours spent on the Matter up to the end of the last stage remunerated under the Standard Fee Scheme or when the Matter concludes (whichever is earlier), including any advocacy services but excluding services which are outside the Standard Fee and are always payable at Hourly Rates (as specified under Paragraph 8.86101);</p> <p>(b) calculate the total costs for the hours spent on such services using the Hourly Rates set out in the Remuneration Regulations to determine the ‘</p> <p>(c) from Total A deduct all the claims for additional payments (as set out in Remuneration Regulations) paid or payable, to determine the ‘reduced total’ (Total B);</p> <p>(d) identify the Standard Fee(s) claimable for the Matter (note only one Standard Fee is payable at each stage). Add these Standard Fees together and multiply that total by the Stage Threshold (Total C); and if Total B exceeds Total C then the Matter has escaped the Standard Fee Scheme and is therefore an Escape Fee Case payable at Hourly Rates.</p>

8.100 (Escape Fee Cases)	Any previous Claims paid in respect of the Matter will be reconciled against Total B (in Paragraph 8.82(c)) to determine the final payment to be made for the Escape Fee Case. (a) Escape Fee Cases must be subject to an individual Cost Assessment.	Any previous Claims paid in respect of the Matter will be reconciled against Total B (in Paragraph 8.9982(c)) to determine the final payment to be made for the Escape Fee Case. (a) Escape Fee Cases must be subject to an individual Cost Assessment.
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<p>8.101 (Matters paid by Hourly Rates)</p>	<p>(j) migration where you Asylum Seeker the Ad Hoc Work contained in the following list is done under the Detained Duty Rate Scheme or for a Detained Fast Track or a DAC Scheme Client;</p> <p>(a) Asylum matters opened under this Contract which relate to an advance application (including in AIRM or Pre-emptive), made to the UKBA prior to the 1 October 2007;</p> <p>(b) a fresh application for the application for Asylum opened under this Contract where the original Asylum application was lodged, where the conclusion is not prior to 1 October 2007;</p> <p>(c) advice on the merits of lodging an application for permission to appeal to the Upper Tribunal (where advice has not been received under Stage 2 of the Standard Fee);</p> <p>(d) Bail applications, services provided as Licensed Work in relation to the Special Immigration Appeals Commission; (e) advice and applying for a determination that a Client qualifies for immigration services provided as Licensed Work, including Separated Child with any pre-action protocol;</p> <p>(f) initial advice (excluding Online Procedure Advocacy Services) prior to claiming where the matter has progressed using the Standard Fee; (i) the Standard Fee is not applicable where the Client has sent the Claim Online Procedure at Hourly Rate at the Asylum Intake Unit Stage 2 (a) Standard Fee is not applicable where the Client will Hourly Rates; (p) continue to instruct you 30 minutes advice to a Client at a prison (g) Escape Fee Cases under the Standard Fee; (n) advice in relation to a Client who is an UASC; (q) advice on an application to rebut Group 2 Refugee status pursuant to Paragraph 8.26 of the Upper Tribunal to the First Tier Tribunal;</p>	<p>(k) migration where you Asylum Seeker the Ad Hoc Work contained in the following list is done under the Detained Duty Rate Scheme or for a Detained Fast Track or a DAC Scheme Client;</p> <p>(l) applying for a determination of this contract which relates to an advance application (including in AIRM or Pre-emptive), made to the UKBA prior to the 1 October 2007;</p> <p>(b) a fresh application for the application for Asylum opened under this Contract where the original Asylum application was lodged, where the conclusion is not prior to 1 October 2007;</p> <p>(f) advice in relation to the merits of lodging an application for permission to appeal to the Upper Tribunal (where advice has not been received under Stage 2 of the Standard Fee);</p> <p>(d) Bail applications; (e) advice and applying for a determination that a Client qualifies for immigration services provided as Licensed Work, including Separated Child with any pre-action protocol; (f) initial advice in relation to an Asylum application prior to claiming where the matter has progressed using the Standard Fee; (ii) Asylum Intake Unit where 2020 instructed. This will also apply where the Client returns after attendance at the Asylum Intake Unit but where it is confirmed that the Client will be dispersed and will not continue to instruct you; (g) Escape Fee Cases under the Standard Fee; (h) advice in relation to a Client who is an UASC; (i) cases remitted, reviewed or referred from the Court of Appeal or the Upper Tribunal to the First Tier Tribunal; (s) up to 7 hours advice to a Client in receipt of a PRN; and (j) Any follow up work that is conducted for a client after receiving advice in relation to 8.86 (s).</p>
<p>Between 8.103 and 8.104</p>	<p>Additional Payments for Online Procedure Advocacy Services</p>	<p>Additional Payments for Advocacy Services for Matters paid at Hourly Rates Payments for Online Procedure Advocacy Services</p>

<p>8.104 (Additional Payments for Advocacy Services for Matters paid at Hourly Rates)</p>	<p>Where applicable, Standard Fees for advocacy services set out in the Remuneration Regulations are payable at the end of CLR as set out in Paragraph 8.90, for each relevant attendance. When claiming for advocacy work the following rules apply: (a) advocacy fees are payable whether the relevant advocacy services are carried out by you or Counsel and whether remotely or in person; May 2022 (b) only one advocacy fee for a substantive hearing in the First Tier Tribunal may be claimed per Matter; if such a hearing goes into a second day, either part heard or re-listed, an additional day's substantive hearing fee may be claimed for the second and each subsequent day; and (c) advocacy fees are inclusive of time for travel and waiting.</p>	<p>Where applicable, Standard Fees Additional Payments for aAdvocacy Services as set out in the Remuneration Regulations are payable at the end of CLR as set out in Paragraph 8. 10199 (o), for each relevant attendance. When claiming for advocacy work the following rules apply: (a) advocacy fees are payable whether the relevant advocacy services are carried out by you or Counsel and whether remotely or in person; May 2022 (b) only one advocacy fee for a substantive hearing in the First Tier Tribunal may be claimed per Matter; if such a hearing goes into a second day, either part heard or re-listed, an additional day's substantive hearing fee may be claimed for the second and each subsequent day; and (c) advocacy fees are inclusive of time for travel and waiting.</p>
<p>8.105 (Additional payment for National Referral Mechanism advice)</p>	<p>New Heading and Clause</p>	<p>Additional payment for National Referral Mechanism advice Where applicable, the National Referral Mechanism Bolt-on Fee as set out in the Remuneration Regulations is payable at the end of a Matter.</p>
<p>8.108</p>	<p>The Legal Help Cost Limit set out in Paragraph 8.8(a) cannot be extended. The Cost Limits set out in Paragraph 8.8(b) and 8.8(c) may be extended by submitting the relevant Contract Report Form to us, however, costs are only payable within the Cost Limits that applied at the point they were incurred. Cost Limits cannot be extended retrospectively.</p>	<p>The Legal Help Cost Limit set out in Paragraph 8. 10681068(a) cannot be extended. The Cost Limits set out in Paragraph 8. 10681068(b) and 8.10688.1068(c) may be extended by submitting the relevant Contract Report Form to us, however, costs are only payable within the Cost Limits that applied at the point they were incurred. Cost Limits cannot be extended retrospectively</p>

<p>8.116 (SelfGrant Scheme: increases to Cost</p>	<p>New Heading and Clause</p>	<p><i>Self-Grant Scheme: increases to Cost Limits</i> The Self-Grant Scheme shall apply between 1 April 2023 and 31 July 2023 and where we have given you express written authority to operate under the provisions of Paragraphs 8.116 to 8.134.</p>
<p>Limits)</p>		
<p>8.117 (SelfGrant Scheme: increases to Cost Limits)</p>	<p>New clause</p>	<p>We will only provide express authority to operate under the SelfGrant Scheme where you are able to demonstrate to our reasonable satisfaction that it is appropriate to do so.</p>
<p>8.118 (Self-Grant Scheme: Increases to Cost Limits)</p>	<p>New clause</p>	<p>To be eligible to join the Self-Grant Scheme you must apply to use the process published on our website and have:</p> <ul style="list-style-type: none"> (a) held an authorisation to conduct Contract Work in the Immigration and Asylum category of Law for a minimum of 12 continuous months which may include time under a Previous Contract; and (b) 90% or more of applications to extend Cost and Disbursement Limits granted by us as submitted and without the requirement for amendment, correction, resubmission or similar of the relevant Contract Report Form.
<p>8.119 (Self - Grant Scheme: Increases to Cost Limits)</p>	<p>New clause</p>	<p>The decision to grant authority to operate under the Self-Grant Scheme is at our absolute discretion and can be withdrawn at any point.</p>

8.120 <i>(SelfGrant Scheme: increases to Cost Limits)</i>	New clause	Where you are granted authority to operate under the Self-Grant Scheme you may extend the Disbursement Limit and Cost Limits above the limits set out in Paragraphs 8.106 to 8.112 and up to the limits set out in Paragraphs 8.125 to 8.134 without our prior approval and without submitting a Contract Report Form to us.
8.121 (Self-Grant Scheme: Increases to Cost Limits)	New clause	The Self-Grant Scheme provisions do not apply to: (a) Licensed Work; (b) Counsel’s costs; (c) Exceptional Cases; (d) DAC Standby Remuneration; and (e) the Legal Help Cost Limits set out in paragraph 8.106(a).
8.122 (Self-Grant Scheme: Increases to Cost Limits)	New clause	Under the Self-Grant Scheme, every time you extend your Disbursement Limit and Cost Limits you must fill in a Self-Grant Scheme Form and keep a copy on the Client file.
8.123 (Self-Grant Scheme: Increases to Cost Limits)	New clause	To extend the Disbursement Limit and Cost Limits beyond the limits set out in Paragraphs 8.106 to 8.112 you must submit a relevant Contract Report Form to us.
8.124 (Self-Grant Scheme: Increases to Cost Limits)	New clause	All exercises of authority to extend the Disbursement Limits and Cost Limits under the Self-Grant Scheme must be incurred reasonably and in accordance with the Contract, applicable regulations and guidance. Where, on assessment, we consider any extensions unreasonable this decision is subject to appeal pursuant to Paragraphs 6.71 to 6.81.

8.125 (Disbursements under the SelfGrant Scheme)	New clause	If you have joined the Self-Grant Scheme and determine that it is reasonable to instruct an expert in order to provide Controlled Work to the Client, pursuant to Paragraph 4.24, you may incur the disbursement without the requirement to submit a Contract Report Form to us if the following criteria are met: (a) the total time quoted by the expert to provide the service is 12 hours or less (this includes all travel, interview, preparation and reportwriting time combined); and (b) the hourly rate quoted by the expert does not exceed that specified in the codified rates for
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		the expert type required, as outlined in the Remuneration Regulations 2013.
8.126 (Disbursements under the Self Grant Scheme)	New clause	If the expert required is not included in the codified rates, the hourly rate quoted must not exceed the following hourly rates: (a) £40.00 for an independent social worker; (b) £108.00 for a medical legal report; (c) £120.00 for a country expert report; (d) £100.00 for a scarring report; (e) £100.00 for a torture report; (f) £100.00 for a trafficking report; and (g) £100.00 per 1,000 words translated for translation (in person).
8.127 (Disbursements under the Self Grant Scheme)	New clause	If the required expert is not included in the codified rates or in the rates of Paragraph 8.126 and you require an increase in your disbursement level you must submit a Contract Report Form to us in order to request the relevant increase.
8.128 (Disbursements under the Self Grant Scheme)	New clause	The maximum amounts of all expert travel time and mileage is: (a) £40.00 for expert travel time; and (b) £0.45 per mile for expert vehicle mileage.
8.129 (Disbursements under the Self Grant Scheme)	New clause	The maximum hourly rates for non-codified-rate experts do not include expert travel time and mileage and refer only to the hourly rate in respect of the provision of the required expertise.

8.130 (Cost Limits increase under the SelfGrant Scheme)	New clause	If you have joined the Self-Grant Scheme and require an increase in Cost Limits in order to progress a Matter paid in Hourly Rates you may increase Cost Limits up to a maximum of £3,000.00 for a Matter Start by completing a Self-Grant Scheme Form and retaining it on the Client file.
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8.131 (Cost Limits increase under the SelfGrant Scheme)	New clause	If you require subsequent increases to your Cost Limits beyond the limits of the Self-Grant Scheme, you must submit the relevant Contract Report Form to us outlining the additional costs requested and their necessity for the progress of the Matter.
8.132 (Cost Limits increase under the Self Grant Scheme)	New clause	The provisions in Paragraphs 8.130 and 8.131 relate to both Legal Help and Controlled Legal Representation Matters paid in Hourly Rates and the £3,000.00 cost limit refers to the overall Matter Start and not to each stage of a Matter.
8.133 (Cost Limits increase under the SelfGrant Scheme)	New clause	Where you are required to undertake work in respect of Bail as part of the Client’s existing asylum application or appeal Matter Start under the Self-Grant Scheme you may incur an additional amount of £500 beyond the £3,000.00 cost limit of paragraph 8.132.
8.134 (Cost Limits increase under the Self Grant Scheme)	New clause	The disbursements incurred are classed as separate to costs and are not included in the £3,000 cost limits under the Self-Grant Scheme.

8.143 (Applications for permission to appeal to	Where an application for permission to appeal to the Upper Tribunal is: (a) dealt with under the UKVI detained Fast Track; or (b) has been lodged by the UKVI, you may Claim costs for Contract Work associated with the application, whether or not permission	Where an application for permission to appeal to the Upper Tribunal is: (a) dealt with under the UKVI detained Fast Track DAC Scheme ; or (b) has been lodged by the UKVI, you may Claim costs for Contract Work associated with the application, whether or not
8.141	You may submit a Claim to us in respect of unpaid Controlled Work disbursements (not including Counsel’s fees). You may only apply under Paragraph 8.100 if at least 3 months have elapsed since the start of the Matter and, if you have become entitled to make a Controlled Work Claim (as defined at Paragraphs 8.61 and 8.98 for Standard Fee and Hourly Rates Matters respectively) or have previously applied for payment under this Paragraph 8.106, at least 3 months have elapsed since that entitlement arose or the application was made	You may submit a Claim to us in respect of unpaid Controlled Work disbursements (not including Counsel’s fees). You may only apply under Paragraph 8.104 00 if at least 3 months have elapsed since the start of the Matter and, if you have become entitled to make a Controlled Work Claim (as defined at Paragraphs 8.61 and 8.98 for Standard Fee and Hourly Rates Matters respectively) or have previously applied for payment under this Paragraph 8.141 06 , at least 3 months have elapsed since that entitlement arose or the application was made
the Upper Tribunal)	is granted, at the rates set out in the Remuneration Regulations.44	permission is granted, at the rates set out in the Remuneration Regulations.44
8.146 (Scope of IRC Contract Work)	This part of the Specification sets out the additional rules that apply if you hold a Schedule Authorisation permitting you to deliver Controlled Work at Immigration Removal Centres through either the; (a) the DFT Scheme; and/or (b) the Detailed Duty Advice Scheme.	This part of the Specification sets out the additional rules that apply if you hold a Schedule Authorisation permitting you to deliver Controlled Work at Immigration Removal Centres through either the Detained Duty Advice Scheme or the DAC Scheme. ;(a) the DFT Scheme; and/or (b) the Detailed Duty Advice Scheme.
8.149 (IRC Rota)	Your Schedule will confirm whether you are on an IRC Rota to deliver advice and assistance by attending at: (a) a Detained Duty Advice Scheme at a designated IRC (b) a Detained Fast Track Scheme (which includes Detained Fast Track Clients and NSA Clients) at either Harmondsworth/Colnbrook and/or Yarls Wood).	Your Schedule will confirm whether you are on an IRC Rota to deliver advice and assistance by attending at: (a) a Detained Duty Advice Scheme at a designated IRC. or as part of the DAC scheme at a designated IRC.; and/or (b) a Detained Fast Track Scheme (which includes Detained Fast Track Clients and NSA Clients) at either

8.156 (The Detained Duty Advice Scheme)	<p>A During each IRC Rota week you will be informed by the IRC of the number of Detained Duty Advice Surgeries required during that week. The IRC will provide you with information as to the:</p> <ul style="list-style-type: none"> • Number of Detained Duty Advice Surgeries required during the week at the IRC; • Time and date of the Detained Duty Advice Surgery; • Location; and Details of Clients you are required to see at each Detained Duty Advice Surgery. 	<p>A During each IRC Rota week you will be informed by the IRC of the number of Detained Duty Advice Surgeries required during that week. The IRC will provide you with information as to the:</p> <ul style="list-style-type: none"> • Number of Detained Duty Advice Surgeries required during the week at the IRC; • Time and date of the Detained Duty Advice Surgery; • Location; and Details of Clients you are required to see at each Detained Duty Advice Surgery.
		<p>Harmondsworth/Colnbrook and/or Yarl's Wood).</p>
8.154 (The Detained Duty Advice Scheme)	<p>Your Schedule will set out the number (and if applicable the dates) of IRC Rota days or weeks during which you must deliver the Detained Duty Advice Scheme services at the designated IRC(s) throughout the Schedule period.</p>	<p>Your Schedule will set out the number (and if applicable the dates) of IRC Rota days or weeks during which you must deliver the Detained Duty Advice Scheme services at the designated IRC(s) throughout the Schedule period.</p>
Between 8.162 and 8.163	<p>Amended Header The Detained Fast Track Scheme</p>	<p>Amended Header The Detained Fast Track DAC Scheme</p>

<p>8.166 (Standby Days)</p>	<p>Your Schedule will set out your allocated Rota slots on Standby Days on the Detained Fast Track Scheme Rota throughout the Schedule period.</p>	<p>Your Schedule will set out your allocated Rota slots on Standby Days on the Detained Fast Track DAC Scheme Rota throughout the Schedule period.</p>
<p>8.167 (Standby Days)</p>	<p>The Standby Day is the day you may be contacted by the UKVI regarding DFT and/or NSA Clients. Each Standby Day will commence at 9am and finish at 6pm.</p>	<p>The Standby Day is the day you may be contacted by the UKVI regarding DACFT and/or NSA Clients. Each Standby Day will commence at 9am and finish at 6pm.</p>
<p>8.169 (Standby Days)</p>	<p>When you are on Standby, the UKVI will notify you as soon as possible after the claim for asylum has been made that an individual requires legal advice. The UKVI will provide you with</p>	<p>When you are on Standby, the UKVI will notify you as soon as possible after the claim for asylum has been made that an individual requires legal advice. The UKVI will provide you with the</p>
<p>8.163 (The DAC Scheme)</p>	<p>If you have Schedule Authorisation to deliver a DFT Scheme you must throughout the Contract Period Employ an Advanced Caseworker who must be available on Standby Days, Attendance Days and as otherwise reasonably required to provide any support, advice and assistance required to any Senior Caseworkers advising a Client at a DFT Scheme at an IRC in accordance with your Rota obligations. Such person (or each such persons) must be either a sole principal, one of your employees or a director of or partner in or member of your organisation (where you are a company, partnership (other than an LLP) or LLP respectively) and 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 of or any combination of your Offices. If you cease to meet the requirements of this Paragraph 8.131 your Schedule Authorisation to deliver any such DFT Schemes will cease. Any breach of this Paragraph 8. 131 shall be a Fundamental Breach</p>	<p>If you have Schedule Authorisation to deliver a DACFT Scheme you must throughout the Contract Period Employ an Advanced Caseworker who must be available on Standby Days, Attendance Days and as otherwise reasonably required to provide any support, advice and assistance required to any Senior Caseworkers advising a Client at a DACFT Scheme at an IRC in accordance with your Rota obligations. Such person (or each such persons) must be either a sole principal, one of your employees or a director of or partner in or member of your organisation (where you are a company, partnership (other than an LLP) or LLP respectively) and 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 of or any combination of your Offices. If you cease to meet the requirements of this Paragraph 8.131140 your Schedule Authorisation to deliver any such DACFT Schemes will cease. Any breach of this Paragraph 8.140131 shall be a Fundamental Breach</p>

	<p>the following information: (a) details of the Detained Fast Track Client and/or NSA Certificate; and (b) time, date and location of the relevant Substantive Interview.</p>	<p>following information: (a) details of the Detained Fast Track Client and/or NSA Certificate; and (b) time, date and location of the relevant Substantive Interview.</p>
<p>8.173 (Post Attendance Day)</p>	<p>The IRC will notify you when a decision has been made on your DFT or NSA Client’s application for asylum. Once you have received notification of the decision, you must then attend your DFT or NSA Client at the IRC, so that you can provide further advice.</p>	<p>The IRC will notify you when a decision has been made on your DACFT or NSA Client’s application for asylum. Once you have received notification of the decision, you must then attend your DACFT or NSA Client at the IRC, so that you can provide further advice.</p>
<p>8.174 (Post Attendance Day)</p>	<p>In providing advice on the decision, you must advise on its effect and, if it is adverse, must advise on whether there are grounds for appeal. You must make a determination in accordance with your obligations under this Contract that the Client qualifies for civil legal services in relation to any such appeal before granting funding for any appeal or conducting any Contract Work in relation to it. CLR must not be granted if the sole reason is to preserve your DFT or NSA Client’s right of appeal.</p>	<p>In providing advice on the decision, you must advise on its effect and, if it is adverse, must advise on whether there are grounds for appeal. You must make a determination in accordance with your obligations under this Contract that the Client qualifies for civil legal services in relation to any such appeal before granting funding for any appeal or conducting any Contract Work in relation to it. CLR must not be granted if the sole reason is to preserve your DACFT or NSA Client’s right of appeal.</p>

Between 8.183 and 8.184	Detained Fast Track Scheme Standby Remuneration	Detained Fast Track DAC Scheme Standby Remuneration
8.184 (DAC Scheme Standby Remuneration)	Where you have been on Standby for a day to receive calls from the UKVI with details of a DFT or NSA Client, but you are not allocated a Client, you may Claim the Standard Fee Standby rate set out in the Remuneration Regulations.	Where you have been on Standby for a day to receive calls from the UKVI with details of a DACFT or NSA Client, but you are not allocated a Client, you may Claim the Standard Fee Standby rate set out in the Remuneration Regulations.
8.185 (DAC Scheme Standby Remuneration)	Where you grant Controlled Work for a DFT or NSA Client the Matter can be Claimed at Hourly Rates as set out at Paragraph 8.83 and the normal payment and assessment rules for Controlled Work under this Contract apply.	Where you grant Controlled Work for a DACFT or NSA Client the Matter can be Claimed at Hourly Rates as set out at Paragraph 8.10183 and the normal payment and assessment rules for Controlled Work under this Contract apply.
2018 Standard Civil Contract Category Definitions		
Paragraph Number	Current Provision	Amendment

<p>25 (Community Care)</p>	<p>Legal Help and related proceedings in relation to:</p> <ul style="list-style-type: none"> (a) the provision of community care services (as described in paragraph 6 of Part 1 of Schedule 1 to the Act); (b) the provision of facilities for disabled persons (as described in paragraph 7 of Part 1 of Schedule 1 to the Act); and, (c) the inherent jurisdiction of the High Court in relation to vulnerable adults (as described in paragraph 9 of Part 1 of Schedule 1 to the Act); (d) the inherent jurisdiction of the High Court in relation to children (as described in paragraph 9 of Part 1 of Schedule 1 to the Act) where the case relates to a decision on medical treatment; (e) a person’s capacity, their best interests (health and welfare), and deprivation of liberty issues under the Mental Capacity Act 2005 (as described in 	<p>Legal Help and related proceedings in relation to:</p> <ul style="list-style-type: none"> (a) the provision of community care services (as described in paragraph 6 of Part 1 of Schedule 1 to the Act); (b) the provision of facilities for disabled persons (as described in paragraph 7 of Part 1 of Schedule 1 to the Act); and, (c) the inherent jurisdiction of the High Court in relation to vulnerable adults (as described in paragraph 9 of Part 1 of Schedule 1 to the Act); (d) the inherent jurisdiction of the High Court in relation to children (as described in paragraph 9 of Part 1 of Schedule 1 to the Act) where the case relates to a decision on medical treatment; (e) a person’s capacity, their best interests (health and welfare), and deprivation of liberty issues under the Mental Capacity Act 2005 (as described in
	<p>subparagraph 5(1)(c) of Part 1 of Schedule 1 to the Act); and</p>	<p>subparagraph 5(1)(c) of Part 1 of Schedule 1 to the Act); and</p> <ul style="list-style-type: none"> (f) Age assessment appeals to the First-Tier Tribunal.

<p>39 (Immigration and Asylum)</p>	<p>Legal Help and related proceedings in relation to:</p> <p>(h) An application by a victim of human trafficking for leave to enter or remain in the United Kingdom (as described in subparagraph 32(1) of Part 1 of Schedule 1 to the Act);</p> <p>(a) Immigration-related detention powers referred to in paragraph 25(1) of Part 1 of Schedule 1 to the Act;</p> <p>(h) A Terrorism Prevention and Investigation Measure notice (as described in paragraph 19 or paragraph 45 of Part 1 of Schedule 1 to the Act);</p> <p>(b) Conditions of immigration bail under provisions referred to in paragraph 26(1) or 27(1) of Part 1 of Schedule 1 to the Act;</p> <p>(i) An application by a victim of slavery, servitude or forced or compulsory labour for leave to enter or remain in the United Kingdom (as described in subparagraph 32A(1) of Part 1 of Schedule 1 to the Act);</p> <p>(c) Conditions imposed on an individual under the provisions referred to in paragraph 27A(1) of Part 1 of Schedule 1 to the Act);</p> <p>(d) An application for indefinite leave by a victim of domestic violence (as described in paragraph 28 of Part 1 of Schedule 1 to the Act);</p> <p>(j) A claim for damages arising from any of the powers listed in (a), (c) of this paragraph 39 (as described in paragraphs 3, 21, 22, of 39) of Part 1 of Schedule 1 to the Act); and</p> <p>(e) A residence card application by a victim of domestic violence (as described in paragraph 29 of Part 1 of Schedule 1 to the Act);</p> <p>(f) Rights to enter and to remain in the United Kingdom under the provisions referred to in paragraph 30(1) of Part 1 of Schedule 1 to the Act;</p>	<p>Legal Help and related proceedings in relation to:</p> <p>(g) An application by a victim of human trafficking for leave to enter or remain in the United Kingdom (as described in subparagraph 32(1) of Part 1 of Schedule 1 to the Act);</p> <p>(a) Immigration-related detention powers referred to in paragraph 25(1) of Part 1 of Schedule 1 to the Act;</p> <p>(h) A Terrorism Prevention and Investigation Measure notice (as described in paragraph 19 or paragraph 45 of Part 1 of Schedule 1 to the Act);</p> <p>(b) Conditions of immigration bail under provisions referred to in paragraph 26(1) or 27(1) of Part 1 of Schedule 1 to the Act;</p> <p>(i) An application by a victim of slavery, servitude or forced or compulsory labour for leave to enter or remain in the United Kingdom (as described in subparagraph 32A(1) of Part 1 of Schedule 1 to the Act);</p> <p>(c) Conditions imposed on an individual under the provisions referred to in paragraph 27A(1) of Part 1 of Schedule 1 to the Act);</p> <p>(j) A claim for damages arising from any of the powers listed in (a), (c) of this paragraph 39 (as described in paragraphs 3, 21, 22, of 39) of Part 1 of Schedule 1 to the Act); and</p> <p>(k) A residence card application by a victim of domestic violence (as described in paragraph 29 of Part 1 of Schedule 1 to the Act);</p>
<p>45 (Public Law)</p>	<p>Legal Help and related proceedings in relation to:</p> <p>(a) public law challenges to the acts, omissions or decisions of public bodies by way of judicial review or habeas corpus (as described in paragraphs 19 and 20 of Part 1 of Schedule 1);</p> <p>(b) any claim described in paragraph 21 or 22 of Part 1 of Schedule 1 to the Act concerning the human rights of the client or a dependant of the client other</p>	<p>Legal Help and related proceedings in relation to:</p> <p>(f) Rights to enter and to remain in the United Kingdom under the provisions referred to in paragraph 30(1) of Part 1 of Schedule 1 to the Act;</p> <p>(d) public law challenges to the acts, omissions or decisions of public bodies by way of judicial review or habeas corpus (as described in paragraphs 19 and 20 of Part 1 of Schedule 1);</p> <p>(e) any claim described in paragraph 21 or 22 of Part 1 of Schedule 1 to the Act concerning the human rights of the client or a dependant of the client other than</p>

	<p>than matters that fall within the definition of another Category; and</p> <p>(c) A Terrorism Prevention and Investigation Measure notice (as described by paragraph 45 of Part 1 of Schedule 1 to LASPO).</p>	<p>matters that fall within the definition of another Category; and</p> <p>(f) A Terrorism Prevention and Investigation Measure notice (as described by paragraph 45 of Part 1 of Schedule 1 to LASPO); and</p> <p>(g) Age assessment appeals to the First-Tier Tribunal.</p>
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Changes coming into effect from 1 September 2022

These tables set out changes that have been included into 2018 Standard Civil Contract Category Specific Rules Immigration and Asylum. Please note that these changes to the above contract documents will not come into effect until 1 September 2022.

2018 Standard Civil Contract Category Specific Rules Immigration and Asylum		
Paragraph Number	Current Provision	Amendment
8.33	Where a case or a Client is transferred to another Office under Paragraph 8.31 above, the case must proceed under the same Matter Start.	Where a case or a Client is transferred to another Office under Paragraph 8.3 2 1 above, the case must proceed under the same Matter Start.

8.71	New Clause	<p>Subject to Paragraph 8.72 to 8.74 you may Claim for a Controlled Work Matter, in addition to the circumstances listed in Paragraph 3.64, where:</p> <p style="text-align: center;">(a) the Matter has been open for a period of 6 months and there has been no UKVI decision on the Client's Asylum Application; and</p> <p>profit costs claimable under the Stage 1 Standard Fee as calculated on the basis of Hourly Rates is equal to or exceeds the Stage 1 Standard Fee amount as described in the Remuneration Regulations.</p>
8.72	New Clause	<p>Where you submit a Claim pursuant to Paragraph 8.71 you must continue to provide Contract Work under the original Matter and</p>
		<p>may submit a supplemental Claim in accordance with Paragraph 3.37.</p>
8.73	New Clause	<p>Where you submit a Claim pursuant to Paragraph 8.71 and provide further advice to a Client on the same Matter, regardless of the length of time since the previous advice or submission of the Claim, this must be treated as the same Matter and a separate Matter Start may not be opened.</p>

8.74	New Clause	We may, by notice, remove your right to submit Claims pursuant to Paragraph 8.71 if you persistently fail to comply with Paragraphs 8.71 to 8.73 irrespective of the date on which we become aware of such breach.
8.71 onwards		<i>Paragraph numbers and cross references updated due to insertion of new clauses as above.</i>

Changes coming into effect from 1 July 2022

These tables set out changes that have been included into 2018 Standard Civil Contract Category Specific Rules Immigration and Asylum. Please note that these changes to the above contract documents will not come into effect until 1 July 2022.

2018 Standard Civil Contract Category Specific Rules Immigration and Asylum

Paragraph Number	Current Provision	Amendment
8.1 (Definitions)	“Asylum Screening Unit” means a UKVI location where an asylum claim can be made. Principally this will be Lunar House, 40 Wellesley Road, Croydon CR9 2BY or at a UK border if a claim for asylum is made on immediate arrival in the UK;	“Asylum Screening Intake Unit” means a UKVI location where an asylum claim can be made. Principally this will be Lunar House, 40 Wellesley Road, Croydon CR9 2BY or at a UK border if a claim for asylum is made on immediate arrival in the UK;

8.1 (Definitions)	“ <i>Cost Limits</i> ” means the cost limits set out at Paragraphs 8.79 to 8.88 below;	“ <i>Cost Limits</i> ” means the cost limits set out at Paragraphs 8.8179 to 8.9088 below;
8.1 (Definitions)	New Clause	“Group 2 Refugee” means as defined in section 11(1)(b) of the Nationality and Borders Act 2022;

8.1 (Definitions)	<p>“IRC Procurement Area” means either:</p> <p>Brook House IRC;</p> <p>Colnbrook IRC;</p> <p>Harmondsworth IRC;</p> <p>Tinsley House IRC;</p> <p>Yarl's Wood IRC; or</p> <p>Morton Hall IRC; or</p>	<p>“IRC Procurement Area” means either:</p> <p>Brook House IRC; Colnbrook</p> <p>IRC;</p> <p>Derwentside IRC;</p> <p>Harmondsworth IRC;</p> <p>Tinsley House IRC; or</p> <p>Yarl's Wood IRC; or</p> <p>Morton Hall IRC; or</p>
8.1 (Definitions)	<p>“Standard Fee Scheme” means the fee scheme set out at Paragraphs 8.55 to 8.56 below;</p>	<p>“Standard Fee Scheme” means the fee scheme set out at Paragraphs 8.5755 to 8.675 below;</p>
8.3	<p>This Contract covers Contract Work within the Immigration and Asylum Category of Law in England and Wales which is within the scope of Part 1 of Schedule 1 to the Act.</p>	<p>This Contract Specification covers Contract Work within the Immigration and Asylum Category of Law in England and Wales which is within the scope of Part 1 of Schedule 1 to the Act.</p>
8.6	<p>Unless you have Schedule Authorisation you may not provide Contract Work under the special contract arrangements specified in 8.5 unless:</p>	<p>Unless you have Schedule Authorisation you may not provide Contract Work under the special contract arrangements specified in Paragraph 8.5 unless:</p>
	<p>(b) in the case of a Client detained in an IRC only, the Client is an existing Client on whom you have attended in the UK and carried out at least five hours work (excluding travel and waiting)</p>	<p>(b) in the case of a Client detained in an IRC only, the Client is an existing Client on whom you have attended in the UK and carried out at least five hours work (excluding travel and waiting) prior to the</p>

	prior to the Client’s detention. In this case you should continue to act for the Client until you reach the completion of the next stage of the Matter. At this point you should decide whether it is in the best interests of the Client to refer the matter to a Provider with Schedule Authorisation or to continue to represent the Client yourself;	Client’s detention. In this case you should continue to act for the Client until you reach the completion of the next stage of the Matter. At this point you should decide whether it is in the best interests of the Client to refer the matter to a Provider with Schedule Authorisation or to continue to represent the Client yourself; or
	(d) your Client has an appeal listed at a designated Fast Track location	(d) theyour Client has an appeal listed at a designated Fast Track location
8.7	(a) it relates to civil legal services in respect of the rights set out in paragraph 30 of Part 1 of Schedule 1 of the Act (“Immigration: rights to enter and remain”);	(a) it relates to civil legal services in respect of the rights set out in paragraph 30 of Part 1 of Schedule 1 of the Act (“Immigration: rights to enter and remain”); or
8.8	(i) paragraph 45 of Part 1 of Schedule 1 to the Act (“Terrorism prevention and investigation measures etc”);	(i) paragraph 45 of Part 1 of Schedule 1 to the Act (“Terrorism prevention and investigation measures etc”); or
8.26	New Clause	An application to rebut a provisional decision to recognise an individual as a Group 2 Refugee by the Home Office made prior to a final decision on the asylum application will constitute on Matter.
8.27	New Clause	A Matter Start under Paragraph 8.26 is a separate Matter Start to the original Asylum application and a separate Claim may be submitted for this work.

8.26
onwards

Paragraph numbers updated due to insertion of new clauses.

8.31 becomes 8.33	Where a case or a Client is transferred to another Office under Paragraph 8.30 above, the case must proceed under the same Matter Start.	Where a case or a Client is transferred to another Office under Paragraph 8.310 above, the case must proceed under the same Matter Start.
8.44 becomes 8.46	You may only provide advice and representation to Clients under the Detained Duty Advice Scheme and/or the DAC Scheme in an IRC if you have been granted Schedule authorisation to do so. However, you may provide advice and representation to Clients in other places of detention e.g. prisons or other designated places of UKVI detention. In accordance with Paragraph 8.34 you must advise the detained Client in relation to the appropriateness of any Bail applications. Where you are providing advice and representation under paragraph	You may only provide advice and representation to Clients under the Detained Duty Advice Scheme and/or the DAC Scheme in an IRC if you have been granted Schedule authorisation to do so. However, you may provide advice and representation to Clients in other places of detention e.g. prisons or other designated places of UKVI detention. In accordance with Paragraph 8.346 you must advise the detained Client in relation to the appropriateness of any Bail applications. Where you are providing advice and representation under paragraph
8.45 becomes 8.47	Where you are providing advice and representation under paragraph 8.44 You should continue to act for the Client until: (a) the Client formally ceases to give instructions; (b) the Client is released from detention; (c) the Client is dispersed from the area; (d) the Client is removed from the country; or (e) you are no longer able to act for the Client because of a conflict of interest or other good reason relating to professional conduct.	Where you are providing advice and representation under Paragraph 8.446 y You should continue to act for the Client until: (a) the Client formally ceases to give instructions; (b) the Client is released from detention; (c) the Client is dispersed from the area; (d) the Client is removed from the country; or (e) you are no longer able to act for the Client because of a conflict of interest or other good reason relating to professional conduct.

<p>8.46 becomes 8.48</p>	<p>Subject to Paragraph 8.47, where you act for a Client under Paragraph 8.6 or Paragraph 8.44 you may:</p> <p>(a) in addition to the costs claimable (either under the Standard Fee or Hourly Rates), claim your reasonable additional costs for travel (including travel disbursements) to the place of detention and your actual waiting time at the place of detention; and in the case of</p>	<p>Subject to Paragraph 8.497, where you act for a Client under Paragraph 8.6 or Paragraph 8.464 you may:</p> <p>(a) in addition to the costs claimable (either under the Standard Fee or Hourly Rates), claim your reasonable additional costs for travel (including travel disbursements) to the place of detention and your actual waiting time at the place of detention; and in the case of advice at prisons</p>
	<p>advice at prisons under Paragraph 8.146 only, your reasonable additional costs for travel time (including travel disbursements and travel time) to the prison and your actual waiting time at the prison;</p> <p>(b) claim the reasonable costs of any Bail application(s) you make (subject to the CLR Costs Limit set out at Paragraph 8.85 below). This Paragraph 8.46 also extends to prisons or any other designated place of UKVI detention.</p>	<p>under Paragraph 8.151 146 only, your reasonable additional costs for travel time (including travel disbursements and travel time) to the prison and your actual waiting time at the prison;</p> <p>(b) claim the reasonable costs of any Bail application(s) you make (subject to the CLR Costs Limit set out at Paragraph 8.875 below). This Paragraph 8.486 also extends to prisons or any other designated place of UKVI detention.</p>
<p>8.47 becomes 8.49</p>	<p>In accordance with Paragraph 8.134, where you are attending a Detained Duty Advice Surgery under a Schedule Authorisation you may not make any claim for travel or waiting time. Disbursements such as travel and interpreting costs are claimable.</p>	<p>In accordance with Paragraph 8.1364, where you are attending a Detained Duty Advice Surgery under a Schedule Authorisation you may not make any claim for travel or waiting time. Disbursements such as travel and interpreting costs are claimable.</p>
<p>8.48 becomes 8.50</p>	<p>Subject to Paragraph 8.49, the cost of the Client's travel to attend on you to give instructions are claimable as a disbursement, where at the point the Matter is started, no other more local Provider can assist the Client and the Client is either:</p>	<p>Subject to Paragraph 8.5149, the cost of the Client's travel to attend on you to give instructions are claimable as a disbursement, where at the point the Matter is started, no other more local Provider can assist the Client and the Client is either:</p>

8.53 becomes 8.55	The cost of your travel to attend interviews in accordance with Paragraph 8.51 above is claimable as a disbursement at the rates set out in the Remuneration Regulations.			The cost of your travel to attend interviews in accordance with Paragraph 8.53 4 above is claimable as a disbursement at the rates set out in the Remuneration Regulations.				
8.55 becomes 8.57	All Immigration and Asylum Controlled Work is remunerated according to either Standard Fees or Hourly Rates, which are set out in the Remuneration Regulations. For Matters lodged through the Online Procedure see Paragraph 8.60 below.			All Immigration and Asylum Controlled Work is remunerated according to either Standard Fees or Hourly Rates, which are set out in the Remuneration Regulations. For Matters lodged through the Online Procedure see Paragraph 8.62 0 below.				
8.56 becomes 8.58		Standard Fee Stage 1	Asylum Legal Help	Immigration Legal Help		Standard Fee Stage 1	Asylum Legal Help	Immigration Legal Help
		Stage 2(a)	CLR – no substantive hearing where the Online Procedure is not used	CLR – no substantive hearing where the Online Procedure is not used		Stage 2(a)	CLR – no substantive hearing where the Online Procedure is not used	CLR – no substantive hearing where the Online Procedure is not used
		Stage 2(b)	CLR – substantive hearing where the Online Procedure is not used	CLR – substantive hearing where the Online Procedure is not used		Stage 2(b)	CLR – substantive hearing where the Online Procedure is not used	CLR – substantive hearing where the Online Procedure is not used

<p>8.57 becomes 8.59</p>	<p>CLR Standard Fees for matters that are not using the Online Procedure are split into two sub-stages. The Standard Fee(s) claimable for such Matters will depend on where the Matter concludes. For Matters that use the Online Procedure, refer to Paragraphs 8.60 to 8.65 below.</p>				<p>CLR Standard Fees for matters that are not using the Online Procedure are split into two sub-stages. The Standard Fee(s) claimable for such Matters will depend on where the Matter concludes. For Matters that use the Online Procedure, refer to Paragraphs 620 to 8.675 below.</p>				
<p>8.59 becomes 8.61</p>	<p>A Stage 2(b) Standard Fee can only be claimed where you or an advocate has actually attended at a substantive hearing. The fee for attendance at the hearing is claimable as an additional payment as set out at Paragraph 8.73 below.</p>				<p>A Stage 2(b) Standard Fee can only be claimed where you or an advocate has actually attended at a substantive hearing. The fee for attendance at the hearing is claimable as an additional payment as set out at Paragraph 8.753 below.</p>				
<p>8.60 becomes 8.62</p>	<p>Where a Matter is lodged through the Online Procedure, claims can be made as follows: (a) for CLR Matters granted prior to 7th October 2020 ("Pre Online Procedure") you may claim, at your discretion, either Standard Fee Stage 2(c) (subject to the conditions set out in Paragraph 8.61 below) and the fee for attendance at the hearing set out in</p>				<p>Where a Matter is lodged through the Online Procedure, claims can be made as follows: (a) for CLR Matters granted prior to 7th October 2020 ("Pre Online Procedure") you may claim, at your discretion, either Standard Fee Stage 2(c) (subject to the conditions set out in Paragraph 8.631 below) and the fee for attendance at the hearing set out in</p>				
		<p>Stage 2(c)</p>	<p>See Paragraph 8.61 below</p>	<p>See Paragraph 8.61 below</p>		<p>Stage 2(c)</p>	<p>See Paragraph 8.631 below</p>	<p>See Paragraph 8.631 below</p>	

	<p>Paragraph 8.73 or the Online Procedure Hourly Rates and the Online Procedure Advocacy Services set out in Paragraph 8.87; and</p> <p>for CLR Matters granted on or after 7th October 2020 ("Post Online Procedure") you may claim only Online Procedure Hourly Rates and the Online Procedure Advocacy Services set out in Paragraph 8.87.</p>	<p>(b) Paragraph 8.753 or the Online Procedure Hourly Rates and the Online Procedure Advocacy Services set out in Paragraph 8.897; and</p> <p>for CLR Matters granted on or after 7th October 2020 ("Post Online Procedure") you may claim only Online Procedure Hourly Rates and the Online Procedure Advocacy Services set out in Paragraph 8.897.</p>
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<p>8.64 becomes 8.66</p>	<p>The provisions in relation to Hourly Rates will apply where CLR was granted on or after 7th October 2020 for Matters using the Post Online Procedure. If the Matter proceeds to a hearing, then the fee for attendance at the hearing is claimable as an additional payment as set out at Paragraph 8.87 below.</p>	<p>The provisions in relation to Hourly Rates will apply where CLR was granted on or after 7th October 2020 for Matters using the Post Online Procedure. If the Matter proceeds to a hearing, then the fee for attendance at the hearing is claimable as an additional payment as set out at Paragraph 8.897 below.</p>
<p>8.65 becomes 8.67</p>	<p>For all Matters you must submit a Controlled Work Claim (including additional payments if incurred) within 6 months of the end of each of the following stages of the case citing the correct UKVI unique Client number:</p> <ul style="list-style-type: none"> (a) Legal Help - at the end of Stage 1 (as described at Paragraph 8.68 below) or where the Matter otherwise ends earlier; or (b) CLR - at the end of Stage 2 (as described at Paragraph 8.72 below); <p>Where an asylum application has been lodged, you may submit the claim when the client has been interviewed (where required) and all submissions have been made to the Home Office.</p>	<p>For all Matters you must submit a Controlled Work Claim (including additional payments if incurred) within 6 months of the end of each of the following stages of the case citing the correct UKVI unique Client number:</p> <ul style="list-style-type: none"> (a) Legal Help - at the end of Stage 1 (as described at Paragraph 8. 7068 below) or where the Matter otherwise ends earlier; or (b) CLR - at the end of Stage 2 (as described at Paragraph 8.742 below); or <p>Where an asylum application has been lodged, you may submit the claim when the client has been interviewed (where required) and all submissions have been made to the Home Office.</p>
<p>8.70</p>	<p>Where the Matter reaches a substantive hearing the Standard Fee covers, but is not limited to, the following Contract Work:</p>	<p>Where the Matter reaches a substantive hearing the Standard Fee covers, but is not limited to, the following Contract Work:</p>

	<p>(f) drafting and lodging an appeal;</p> <p>(g) preparation of an appeal;</p> <p>(h) consideration of determination and advice to the Client about the determination and carrying out any necessary work;</p> <p>(i) re-applying the merits criteria as set out in the Merits Regulations for an appeal to the Upper Tribunal;</p> <p>(j) where the appeal to the First Tier Tribunal is dismissed and an appeal to the Upper Tribunal is not being pursued, explaining the consequences of the decision and carrying out any necessary work;</p> <p>(k) where the appeal is allowed, explaining the consequences of the decision including rights and entitlements; and</p> <p>(l) any post appeal advice and assistance that does not constitute a separate Matter Start.</p>	<p>(f) (a) drafting and lodging an appeal;</p> <p>(g) (b) preparation of an appeal;</p> <p>(h) (c) consideration of determination and advice to the Client about the determination and carrying out any necessary work;</p> <p>(i) (d) re-applying the merits criteria as set out in the Merits Regulations for an appeal to the Upper Tribunal;</p> <p>(j) (e) where the appeal to the First Tier Tribunal is dismissed and an appeal to the Upper Tribunal is not being pursued, explaining the consequences of the decision and carrying out any necessary work;</p> <p>(k) (f) where the appeal is allowed, explaining the consequences of the decision including rights and entitlements; and</p> <p>(l) (g) any post appeal advice and assistance that does not constitute a separate Matter Start.</p>
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8.73 becomes
8.75

Where applicable, Standard Fees for advocacy services set out in the Remuneration Regulations are payable at the end of Stage 2 (as described in Paragraph 8.72), in addition to the appropriate Standard Fee, for each relevant attendance. When claiming for advocacy work the following rules apply:

- (a) advocacy fees are payable whether the relevant advocacy services are carried out by you or Counsel and whether remotely or in person;
- (b) only one advocacy fee for a substantive hearing in the First Tier Tribunal may be claimed per Matter; if such a hearing goes into a second day, either part heard or re-listed, an additional day's substantive

Where applicable, Standard Fees for advocacy services set out in the Remuneration Regulations are payable at the end of Stage 2 (as described in Paragraph 8.74~~2~~), in addition to the appropriate Standard Fee, for each relevant attendance. When claiming for advocacy work the following rules apply:

- (a) advocacy fees are payable whether the relevant advocacy services are carried out by you or Counsel and whether remotely or in person;
- (b) only one advocacy fee for a substantive hearing in the First Tier Tribunal may be claimed per Matter; if such a hearing goes into a second day,

		either part heard or re-listed, an additional day's substantive hearing fee
	<p>hearing fee may be claimed for the second and each subsequent day; and</p> <p>advocacy fees are inclusive of time for travel and waiting.</p>	<p>may be claimed for the second and each subsequent day; and</p> <p>advocacy fees are inclusive of time for travel and waiting.</p>
8.77	Unless we notify you otherwise in writing, the disbursement limits in Paragraph 8.74 above are the total sum (exclusive of VAT) you may claim for all the disbursements at each stage of any Matter.	Unless we notify you otherwise in writing, the disbursement limits in Paragraph 8.7 64 above are the total sum (exclusive of VAT) you may claim for all the disbursements at each stage of any Matter.
8.79	Paragraphs 4.28, 4.31 and 6.61 of the Specification apply in relation any disbursements which you claim pursuant to this Section 8 of the Specification.	Paragraphs 4. 3028 , 4. 331 and 6.61 of the Specification apply in relation any disbursements which you claim pursuant to this Section 8 of the Specification.

<p>8.81 becomes 8.83</p>	<p>identify the total hours spent on the Matter up to the end of the last stage remunerated under the Standard Fee Scheme or when the Matter concludes (whichever is earlier), including any advocacy services but excluding services which are outside the Standard Fee and are always payable at Hourly Rates (as specified under Paragraph 8.84);</p>	<p>identify the total hours spent on the Matter up to the end of the last stage remunerated under the Standard Fee Scheme or when the Matter concludes (whichever is earlier), including any advocacy services but excluding services which are outside the Standard Fee and are always payable at Hourly Rates (as specified under Paragraph 8.864);</p>
<p>8.84</p>	<p>Any previous Claims paid in respect of the Matter will be reconciled against Total B (in Paragraph 8.81(c)) to determine the final payment to be made for the Escape Fee Case.</p>	<p>Any previous Claims paid in respect of the Matter will be reconciled against Total B (in Paragraph 8.821 (c)) to determine the final payment to be made for the Escape Fee Case.</p>
<p>8.84 becomes 8.86</p>	<p>(f) initial advice in relation to an Asylum application prior to claiming Asylum at the Asylum Screening Unit where you then cease to be instructed. This will also apply where the Client returns after attendance at the Asylum Screening Unit but where it is confirmed that the Client will be dispersed and will not continue to instruct you;</p>	<p>(f) initial advice in relation to an Asylum application prior to claiming Asylum at the Asylum Screening Intake Unit where you then cease to be instructed. This will also apply where the Client returns after attendance at the Asylum Screening Intake Unit but where it is confirmed that the Client will be dispersed and will not continue to instruct you;</p>
	<p>(p) where you provide 30 minutes advice to a Client at a prison without reference to the Client’s financial eligibility pursuant to Paragraph 8.146;...</p>	<p>(p) where you provide 30 minutes advice to a Client at a prison without reference to the Client’s financial eligibility pursuant to Paragraph 8.151;46;...</p>
	<p>New Clause</p>	<p>(q) Advice on an application to rebut Group 2 Refugee Status pursuant to Paragraph 8.26</p>

8.87	Contract Work payable at Hourly Rates with the exception of 8.84(d), will be subject to Cost Limits as described at Paragraphs 8.88 to 8.91 and Paragraphs 8.94 to 8.97. The relevant Hourly Rates are set out in the Remuneration Regulations.	Contract Work payable at Hourly Rates with the exception of Paragraph 8.864(d), will be subject to Cost Limits as described at Paragraphs 8.9088 to 8.934 and Paragraphs 8.964 to 8.997. The relevant Hourly Rates are set out in the Remuneration Regulations.
8.87 becomes 8.89	Where applicable, Standard Fees for advocacy services set out in the Remuneration Regulations are payable at the end of CLR as set out in Paragraph 8.84 (o), for each relevant attendance. When claiming for advocacy work the following rules apply:	Where applicable, Standard Fees for advocacy services set out in the Remuneration Regulations are payable at the end of CLR as set out in Paragraph 8.864 (o), for each relevant attendance. When claiming for advocacy work the following rules apply:
8.93	The Legal Help Cost Limits in Paragraph 8.88(b) and 8.88(c) are exclusive of the reasonable costs incurred for accompanying a Client to a Substantive Interview under Paragraph 8.51.	The Legal Help Cost Limits in 8.9088(b) and 8.9088(c) are exclusive of the reasonable costs incurred for accompanying a Client to a Screening or Substantive Interview under Paragraph 8.534.
8.94 becomes 8.96	<p>Unless we notify you otherwise in writing, the following CLR Cost Limits are the maximum amount of costs (including disbursements) that we will pay for at the CLR stage of a Matter (excluding VAT):</p> <ul style="list-style-type: none"> (a) £500 in relation to Bail only Matters; (b) £1200 in Immigration Matters; and (c) £1600 in Asylum Matters. <p>In relation to work done under Paragraph 8.84(o) the Cost Limits</p>	<p>Unless we notify you otherwise in writing, the following CLR Cost Limits are the maximum amount of costs (including disbursements) that we will pay for at the CLR stage of a Matter (excluding VAT):</p> <ul style="list-style-type: none"> (d) £500 in relation to Bail only Matters; (e) £1200 in Immigration Matters; and (f) £1600 in Asylum Matters. <p>In relation to work done under Paragraph 8.864 (o) the Cost Limits</p>

	will not include Online Procedure Advocacy Services.	will not include Online Procedure Advocacy Services.
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8.97	<p>Where a determination is made that an individual qualifies for CLR in relation to an appeal then any subsequent Bail application will be part of the CLR Cost Limits as stated in Paragraph 8.94(b) or 8.94(c). Where a determination is made that an individual qualifies for CLR in relation to a Bail only Matter and CLR is subsequently extended to cover an appeal then the CLR Cost Limits in Paragraph 8.90(b) or 8.90(c) will apply.</p>	<p>Where a determination is made that an individual qualifies for CLR in relation to an appeal then any subsequent Bail application will be part of the CLR Cost Limits as stated in Paragraph 8.964 (b) or 8.964 (c). Where a determination is made that an individual qualifies for CLR in relation to a Bail only Matter and CLR is subsequently extended to cover an appeal then the CLR Cost Limits in Paragraph 8.90(b) or 8.90(c) will apply.</p>
8.99 becomes 8.101	<p>Where we allow a higher rate, we will specify both an Hourly Rate and where applicable a maximum Cost Limit. You may not exceed the specified Hourly Rate or the maximum Cost Limit without further authority from us. This authority will not be granted retrospectively, and you must obtain it before the work is done. A higher rate will only apply to advocacy, attendance and preparation, where it falls within Paragraph 8.97.</p>	<p>Where we allow a higher rate, we will specify both an Hourly Rate and where applicable a maximum Cost Limit. You may not exceed the specified Hourly Rate or the maximum Cost Limit without further authority from us. This authority will not be granted retrospectively, and you must obtain it before the work is done. A higher rate will only apply to advocacy, attendance and preparation, where it falls within Paragraph 8.997.</p>
8.100 becomes 8.102	<p>Where a matter falls within Paragraph 8.98 you must contact us to discuss the preparation and agreement of a case plan.</p>	<p>Where a matter falls within Paragraph 8.10098 you must contact us to discuss the preparation and agreement of a case plan.</p>

<p>8.105 becomes 8.106</p>	<p>You may submit a Claim to us in respect of unpaid Controlled Work disbursements (not including Counsel’s fees). You may only apply under Paragraph 8.98 if at least 3 months have elapsed since the start of the Matter and, if you have become entitled to make a Controlled Work Claim (as defined at Paragraphs 8.59 and 8.96 for Standard Fee and Hourly Rates Matters respectively) or have previously applied for payment under this Paragraph 8.98, at least 3 months have elapsed since that entitlement arose or the application was made.</p>	<p>You may submit a Claim to us in respect of unpaid Controlled Work disbursements (not including Counsel’s fees). You may only apply under Paragraph 8.10098 if at least 3 months have elapsed since the start of the Matter and, if you have become entitled to make a Controlled Work Claim (as defined at Paragraphs 8.6159 and 8.986 for Standard Fee and Hourly Rates Matters respectively) or have previously applied for payment under this Paragraph 8.10698, at least 3 months have elapsed since that entitlement arose or the application was made.</p>
<p>8.106 becomes 8.107</p>	<p>A Licensed Work Certificate must be in place before any applications to the Upper Tribunal for permission to appeal are made or any work in relation to an application is commenced. If you apply to the Upper Tribunal for permission to appeal and permission is refused you may not claim any costs relating to the application or appeal, either by way of Standard Fee or Hourly Rates. Your costs in the Matter must be limited to those covered by Stage 2 or those allowed under Paragraph 8.101.</p>	<p>A Licensed Work Certificate must be in place before any applications to the Upper Tribunal for permission to appeal are made or any work in relation to an application is commenced. If you apply to the Upper Tribunal for permission to appeal and permission is refused you may not claim any costs relating to the application or appeal, either by way of Standard Fee or Hourly Rates. Your costs in the Matter must be limited to those covered by Stage 2 or those allowed under Paragraph 8.1031.</p>
<p>8.108 becomes 8.109</p>	<p>The costs of interpreters and experts instructed in connection with the preparation of an application for permission to appeal to the Upper Tribunal are claimable whether or not permission is granted. Where an application has been successful, and the Matter has been sent to the First-tier Tribunal then the Matter will be funded as set out at Paragraph 8.84(i).</p>	<p>The costs of interpreters and experts instructed in connection with the preparation of an application for permission to appeal to the Upper Tribunal are claimable whether or not permission is granted. Where an application has been successful, and the Matter has been sent to the First-tier Tribunal then the Matter will be funded as set out at Paragraph 8.864 (i).</p>

<p>8.120 becomes 8.128</p>	<p>If you have Schedule Authorisation to deliver a DFT Scheme you must throughout the Contract Period Employ an Advanced Caseworker who must be available on Standby Days, Attendance Days and as otherwise reasonably required to provide any support, advice and assistance required to any Senior Caseworkers advising a Client at a DFT Scheme at an IRC in accordance with your Rota obligations. Such person (or each such persons) must be either a sole principal, one of your employees or a director of or partner in or member of your organisation (where you are a company, partnership (other than an LLP) or LLP respectively) and 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 of or any combination of your Offices. If you cease to meet the requirements of this Paragraph 8.126 your Schedule Authorisation to deliver any such DFT</p>	<p>If you have Schedule Authorisation to deliver a DFT Scheme you must throughout the Contract Period Employ an Advanced Caseworker who must be available on Standby Days, Attendance Days and as otherwise reasonably required to provide any support, advice and assistance required to any Senior Caseworkers advising a Client at a DFT Scheme at an IRC in accordance with your Rota obligations. Such person (or each such persons) must be either a sole principal, one of your employees or a director of or partner in or member of your organisation (where you are a company, partnership (other than an LLP) or LLP respectively) and 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 of or any combination of your Offices. If you cease to meet the requirements of this Paragraph 8.1286 your Schedule Authorisation to deliver any such DFT</p>
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	Schemes will cease. Any breach of this Paragraph 8.126 shall be a Fundamental Breach.	Schemes will cease. Any breach of this Paragraph 8.12 86 shall be a Fundamental Breach.
8.140 becomes 8.148	Where you grant Controlled Work to a Client after giving advice at the Detained Duty Advice Surgery you may Claim the Hourly Rates as set out at Paragraph 8.84 and the normal payment and assessment rules for Controlled Work under the Contract apply.	Where you grant Controlled Work to a Client after giving advice at the Detained Duty Advice Surgery you may Claim the Hourly Rates as set out at Paragraph 8.8 64 and the normal payment and assessment rules for Controlled Work under the Contract apply.
8.142 becomes 8.150	Where you grant Controlled Work for a DFT or NSA Client the Matter can be Claimed at Hourly Rates as set out at Paragraph 8.81 and the normal payment and assessment rules for Controlled Work under this Contract apply.	Where you grant Controlled Work for a DFT or NSA Client the Matter can be Claimed at Hourly Rates as set out at Paragraph 8.8 31 and the normal payment and assessment rules for Controlled Work under this Contract apply.
8.149 becomes 8.157	Advice provided pursuant to Paragraph 8.149 shall be remunerated via Hourly Rates in accordance with Paragraph 8.84(p).	Advice provided pursuant to Paragraph 8.151 49 shall be remunerated via Hourly Rates in accordance with Paragraph 8.8 64 (p).
8.150 becomes 8.158	You may make any Claim for travel time or waiting time in respect of advice provided pursuant to Paragraph 8.149 and disbursements such as costs of travel and interpreting costs are also claimable as provided for under Paragraph 8.46(a).	You may make any Claim for travel time or waiting time in respect of advice provided pursuant to Paragraph 8.151 49 and disbursements such as costs of travel and interpreting costs are also claimable as provided for under Paragraph 8.4 86 (a).
8.151 becomes 8.159	Where you grant Controlled Work to a Client after giving advice pursuant to Paragraph 8.149, you may Claim the Hourly Rates or Standard Fees as applicable and the normal payment and assessment rules for Controlled Work under the Contract apply.	Where you grant Controlled Work to a Client after giving advice pursuant to Paragraph 8.151 49 , you may Claim the Hourly Rates or Standard Fees as applicable and the normal payment and assessment rules for Controlled Work under the Contract apply.

Changes coming into effect from 1 November 2021

These tables set out changes that have been included into 2018 Standard Civil Contract Category Specific Rules Immigration and Asylum and the Standard Civil Contract (Housing Possession Court Duty Scheme) 2013. Please note that these changes to the above contract documents will not come into effect until 1 November 2021.

2018 Standard Civil Contract Category Specific Rules Immigration and Asylum		
Paragraph Number	Current Provision	Amendment
8.44	You may only provide advice and representation to Clients if you have been granted Schedule authorisation to do so. However, you may provide advice and representation to Clients in other places of detention e.g. prisons or other designated places of UKVI detention. In accordance with Paragraph 8.34 you must advise the detained Client in relation to the appropriateness of any Bail applications.	You may only provide advice and representation to Clients under the Detained Duty Advice Scheme and/or the DAC Scheme in an IRC if you have been granted Schedule authorisation to do so. However, you may provide advice and representation to Clients in other places of detention e.g. prisons or other designated places of UKVI detention. In accordance with Paragraph 8.34 you must advise the detained Client in relation to the appropriateness of any Bail applications.
8.46 (a)	Subject to Paragraph 8.47, where you act for a Client under Paragraph 8.6 or Paragraph 8.44 you may: (a) in addition to the costs claimable (either under the Standard Fee or Hourly Rates), claim your reasonable additional costs for travel (including travel disbursements) to the place of detention and your actual waiting time at the place of detention and	Subject to Paragraph 8.47, where you act for a Client under Paragraph 8.6 or Paragraph 8.44 you may: (a) in addition to the costs claimable (either under the Standard Fee or Hourly Rates), claim your reasonable additional costs for travel (including travel disbursements) to the place of detention and your actual waiting time at the place of detention and in the case of advice at prisons under Paragraph 8.146 only, your reasonable additional costs for travel time (including travel disbursements and travel time) to the prison and your actual waiting time at the prison;

8.146 – 8.151	New Heading and clauses	<p>Advice in Prisons</p> <p>8.146 You may provide a maximum of 30 minutes advice to a Client at a prison without reference to the Client’s financial eligibility.</p> <p>8.147 The purpose of the advice session is to ascertain the basic facts of the Matter and to make a decision as to whether the Matter requires further investigation or whether further action can be taken.</p>
8.84 (p)	New Clause	<p>8.84(p) where you provide 30 minutes advice to a Client at a prison without reference to the Client’s financial eligibility pursuant to Paragraph 8.146</p>
		<p>8.148 When attending a Client, the Caseworker must always advise a Client in relation to Temporary Admission and Bail and record the outcome of this advice on the file.</p> <p>8.149 On the conclusion of the Client’s 30 minute advice session you must make a determination as to whether the Client qualifies for civil legal services in accordance with Legal Aid Legislation and any Authorisation made under it to ascertain whether you are able to continue to advise the Client under Controlled Work in accordance with this Contract.</p> <p>8.150 You must record the time spent with each Client at a prison on the Contract Report Form specified by us.</p> <p>8.151 You must ensure the client is given adequate information in a written format at the end of the advice session whether or not the matter requires further investigation. This information should sufficiently address the outcome of the advice.</p>

8.152 – 8.154	New subsection heading and clauses	<p>Rates of Payment for Advice in Prisons</p> <p>8.152 Advice provided pursuant to Paragraph 8.146 shall be remunerated via Hourly Rates in accordance with Paragraph 8.84(p).</p> <p>Advice provided pursuant to Paragraph 8.146 shall be remunerated via Hourly Rates in accordance with Paragraph 8.84(p).</p> <p>8.153 You may make any Claim for travel time or waiting time in respect of advice provided pursuant to Paragraph 8.146 and disbursements such as costs of travel and interpreting costs are also claimable as provided for under Paragraph 8.46(a).</p> <p>8.154 Where you grant Controlled Work to a Client after giving advice pursuant to Paragraph 8.146, you may Claim the Hourly Rates or Standard Fees as applicable and the normal payment and assessment rules for Controlled Work under the Contract apply.</p>
Standard Civil Contract (Housing Possession Court Duty Scheme) 2013		
Paragraph Number	Current Provision	Amendment

10.20	<p>Payment will be monthly in arrears for work done. Payments will be made separately from your Standard Monthly Payments for other Controlled Work. Periodically we will reconcile your Claims and payments. If, in any Housing Possession Court Duty Scheme session where you are available to advise the client (in person at court or some other off-site location or remotely) but you perform no work for Clients:</p> <p>(a) you perform no work for Clients we will pay you on the basis that you have advised one Client during the session and you are entitled to payment on that basis;</p>	<p>Payment will be monthly in arrears for work done. Payments will be made separately from your Standard Monthly Payments for other Controlled Work. Periodically we will reconcile your Claims and payments. If, in any Housing Possession Court Duty Scheme session where you are available to advise the client (in person at court or some other off-site location or remotely) but:</p> <p>(a) you perform no work for Clients we will pay you on the basis that you have advised one Client during the session and you are entitled to payment on that basis; or</p> <p>(b) where the Housing Possession Court Duty Scheme session takes place between 1 November 2021 and 30 April 2022 you perform no work for Clients or one Client only, we will pay you on the basis that you have advised two Clients during the session and you are entitled to payment on that basis.</p>
10.24	<p>If you provide the Service at the session and, within three months of doing so, subsequently open a new Housing or Debt matter Start under your 2018 Standard Civil Contract in relation to the same case then you cannot claim any payment for providing the Service at the session. The costs of providing the Service will be included in the Housing or Debt Matter Start Fixed Fee provided for in the Remuneration Regulations and paid in accordance with your 2018 Standard Civil Contract. Work undertaken in advising and representing the client through the HPCDS can be included in the hours that contribute towards the escape fee if a separate Legal Halep matter is subsequently opened.</p>	<p>If you provide the Service at the session the following provisions apply: (a) where you subsequently open a new Housing or Debt Matter Start under your 2018 Standard Civil Contract in relation to the same case, then you cannot claim any payment for providing the Service at the session. The costs of providing the Service will be included in the Housing or Debt Matter Start Fixed Fee provided for in the Remuneration Regulations and paid in accordance with your 2018 Standard Civil Contract. Work undertaken in advising and representing the client through the HPCDS can be included in the hours that contribute towards the Escape Fee Case threshold if a separate Legal Help matter is subsequently opened; or</p> <p>(b) where the Housing Possession Court Duty Scheme session takes place between 1 November 2021 and 30 April 2022 and you subsequently open a new Housing or Debt Matter Start under your 2018 Standard Civil Contract in relation to the same case, you can claim payment for the Matter Start in addition to payment for providing the Service at the session. Payment for the</p>

		Housing or Debt Matter Start Fixed Fee is provided for in the Remuneration Regulations and paid in accordance with your 2018 Standard Civil Contract.
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10.47	Although the Service is available to any person (regardless of means) whose home is at immediate risk because of possession proceedings, we need to know how many Clients would be financially eligible for the Scheme if there were a means test. Therefore, you must ensure that, for each Client, our means assessment questionnaire is completed.	Not used.
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Changes coming into effect from 1 November 2021 These tables set out changes that have been included into the 2018 Standard Civil Contract Specification (General Provisions 1-6), 2018 Standard Civil Contract

(Education and Discrimination) Specification (General Provisions 1-6), 2018 Standard Civil Contract Specification- Category Specific Rules: Mediation and 2018 Standard Civil Contract Category Definitions. Please note that these changes to the above contract documents will not come into effect until 1 November 2021.

2018 Standard Civil Contract Specification (General Provisions 1-6)

Paragraph Number	Current Provision	Amendment
2.10 (Supervisor Standards)	<p>Amended Clause In order to receive or maintain a Schedule Authorisation in any Category you must (unless Category Specific Rules specify otherwise):</p> <p>(a) have at least one full time (or full time equivalent) Supervisor working in that Category. For the purpose of this Paragraph 2.10 “full time equivalent” means the equivalent of one individual working 5 days a week and 7 hours on each such day (excluding breaks); and</p>	<p>Amended Clause In order to receive or maintain a Schedule Authorisation in any Category you must (unless Category Specific Rules specify otherwise):</p> <p>(a) have at least one full time (or full time equivalent) Supervisor working in that Category. For the purpose of this Paragraph 2.10 “full time equivalent” means the equivalent of one individual working 5 days a week and 7 hours on each such day (excluding breaks); and</p> <p>(b) such person (or each such person) must be either a sole principal, one of your employees or a director of or partner in or member of your organisation</p>
	<p>(b) such person (or each such person) must be either a sole principal, one of your employees or a director of or partner in or member of your organisation (where you are a company, partnership (other than an LLP) or LLP respectively) and 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 of or any combination of your Offices.</p> <p>Subject to Paragraphs 2.24 to 2.25, if you cease to meet the requirements of this Paragraph 2.10 your right to undertake work in the relevant Category will cease. Any breach of this Paragraph 2.10 shall be a Fundamental Breach.</p>	<p>(where you are a company, partnership (other than an LLP) or LLP respectively) and 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 of or any combination of your Offices. 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) be accessible to those they supervise.</p> <p>Subject to Paragraphs 2.24 to 2.25, if you cease to meet the requirements of this Paragraph 2.10 your right to undertake work in the relevant Category will cease. Any breach of this Paragraph 2.10 shall be a Fundamental Breach.</p>

2.21 (Supervision Standards)	Arrangements must be in place to ensure that each Supervisor is able to conduct their role effectively including but not limited to: (a) designating time to conduct supervision of each Caseworker; (b) ensuring that the level of supervision provided reflects the skills, knowledge and experience of the Caseworker.	Arrangements must be in place to ensure that each Supervisor is able to conduct their role effectively including but not limited to: (a) designating time to conduct supervision of each Caseworker; (b) 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 (c) ensuring that the level of supervision provided reflects the skills, knowledge and experience of the Caseworker.
2.23 (Supervision Standards)	Without limiting Paragraph 2.10, where a Caseworker does not undertake Contract Work in the same location as their Supervisor, the Supervisor must conduct, as a minimum, face-to-face supervision at least once per calendar month	Without limiting Paragraph 2.10, Where a Caseworker does not undertakes Contract Work in the same a location other than where as their Supervisor is based, the 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.
3.17 (Acceptance of Applications other than in person)	Unless we provide specific written authority in advance, the number of Matters where your Client does not attend you in person either because you accept an application under Paragraph 3.15 or provide telephone or email advice under Paragraph 3.18, must not exceed 25% of your total Matters opened in any Schedule period. For the avoidance of doubt, where you accept a postal or faxed application under Paragraphs 3.15 or provide telephone or	Unless we provide specific written authority in advance, the number of Matters where your Client does not attend you in person either because you accept an application under Paragraph 3.15 or provide telephone or email advice under Paragraph 3.18, must not exceed 25% 50% of your total Matters opened in any Schedule period. For the avoidance of doubt, where you accept a postal or faxed application under Paragraphs 3.15 or provide telephone or email advice under Paragraphs 3.18 in order to comply with your duties under
	email advice under Paragraphs 3.18 in order to comply with your duties under the Equality Act 2010, this will not count towards the 25% limit set out in this Paragraph 3.17.	the Equality Act 2010, this will not count towards the 25% 50% limit set out in this Paragraph 3.17.

2018 Standard Civil Contract (Education and Discrimination) Specification (General Provisions 1-6)

Paragraph Number	Current Provision	Amendment
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<p>2.10 (Supervisor Standards)</p>	<p>Amended Clause In order to receive or maintain a Schedule Authorisation in any Category you must (unless Category Specific Rules specify otherwise):</p> <p>(a) have at least one full time (or full time equivalent) Supervisor working in that Category. For the purpose of this Paragraph 2.10 “full time equivalent” means the equivalent of one individual working 5 days a week and 7 hours on each such day (excluding breaks); and</p> <p>(b) such person (or each such person) must be either a sole principal, one of your employees or a director of or partner in or member of your organisation (where you are a company, partnership (other than an LLP) or LLP respectively) and 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 of or any combination of your Offices.</p> <p>Subject to Paragraphs 2.24 to 2.25, if you cease to meet the requirements of this Paragraph 2.10 your right to undertake work in the relevant Category will cease. Any breach of this Paragraph 2.10 shall be a Fundamental Breach.</p>	<p>Amended Clause In order to receive or maintain a Schedule Authorisation in any Category you must (unless Category Specific Rules specify otherwise):</p> <p>(a) have at least one full time (or full time equivalent) Supervisor working in that Category. For the purpose of this Paragraph 2.10 “full time equivalent” means the equivalent of one individual working 5 days a week and 7 hours on each such day (excluding breaks); and</p> <p>(b) such person (or each such person) must be either a sole principal, one of your employees or a director of or partner in or member of your organisation (where you are a company, partnership (other than an LLP) or LLP respectively) and 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 of or any combination of your Offices. 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) be accessible to those they supervise.</p> <p>Subject to Paragraphs 2.24 to 2.25, if you cease to meet the requirements of this Paragraph 2.10 your right to undertake work in the relevant Category will cease. Any breach of this Paragraph 2.10 shall be a Fundamental Breach.</p>
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2.23 (Supervision Standards)	Without limiting Paragraph 2.10, where a Caseworker does not undertake Contract Work in the same location as their Supervisor, the Supervisor must conduct, as a minimum, face-to-face supervision at least once per calendar month	Without limiting Paragraph 2.10, Where a Caseworker does not undertakes Contract Work in the same a location other than where as their Supervisor is based, the 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.
3.17 (Acceptance of Applications other than in person)	Unless we provide specific written authority in advance, the number of Matters where your Client does not attend you in person either because you accept an application under Paragraph 3.15 or provide telephone or email advice under Paragraph 3.18, must not exceed 25% of your total Matters opened in any Schedule period. For the avoidance of doubt, where you accept a postal or faxed application under Paragraphs 3.15 or provide telephone or email advice under Paragraphs 3.18 in order to comply with your duties under the Equality Act 2010, this will not count towards the 25% limit set out in this Paragraph 3.17.	Unless we provide specific written authority in advance, the number of Matters where your Client does not attend you in person either because you accept an application under Paragraph 3.15 or provide telephone or email advice under Paragraph 3.18, must not exceed 25% 50% of your total Matters opened in any Schedule period. For the avoidance of doubt, where you accept a postal or faxed application under Paragraphs 3.15 or provide telephone or email advice under Paragraphs 3.18 in order to comply with your duties under the Equality Act 2010, this will not count towards the 25% 50% limit set out in this Paragraph 3.17.
2.21 (Supervision Standards)	Arrangements must be in place to ensure that each Supervisor is able to conduct their role effectively including but not limited to: (a) designating time to conduct supervision of each Caseworker; (b) ensuring that the level of supervision provided reflects the skills, knowledge and experience of the Caseworker.	Arrangements must be in place to ensure that each Supervisor is able to conduct their role effectively including but not limited to: (a) designating time to conduct supervision of each Caseworker; (b) 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 (c) ensuring that the level of supervision provided reflects the skills, knowledge and experience of the Caseworker.

2018 Standard Civil Contract Specification- Category Specific Rules: Mediation		
Paragraph Number	Current Provision	Amendment

3.11 (Contract Work via Remote Communication)	Unless we provide specific written authority in advance, the number of Matters where your Client does not attend you in person either because you accept an application under Paragraph 3.9 or provide services via videoconferencing or other means of remote communication under Paragraph 3.12, must not exceed 25% of your total matters opened in any Schedule period. For the avoidance of doubt, where you accept a postal or faxed application under Paragraph 3.9 or provide services via videoconferencing or other means of remote communication under Paragraph 3.12 in order to comply with your duties under the Equality Act 2010, this will not count towards the 25% limit set out in this Paragraph 3.11.	Unless we provide specific written authority in advance, the number of Matters where your Client does not attend you in person either because you accept an application under Paragraph 3.9 or provide services via videoconferencing or other means of remote communication under Paragraph 3.12, must not exceed 25% 50% of your total matters opened in any Schedule period. For the avoidance of doubt, where you accept a postal or faxed application under Paragraph 3.9 or provide services via videoconferencing or other means of remote communication under Paragraph 3.12 in order to comply with your duties under the Equality Act 2010, this will not count towards the 25% 50% limit set out in this Paragraph 3.11.
2.14 (Supervision)	Where a Mediator undertakes Contract Work in a location other than where their Supervisor is based, the Supervisor must conduct, as a minimum, face- to-face supervision at least once every three months	Where a Mediator undertakes Contract Work in a location other than where their Supervisor is based, the Supervisor must conduct, as a minimum, face- toface supervision at least once every three months with the parties present in the same location

2018 Standard Civil Contract Category Definitions		
Paragraph Number	Current Provision	Amendment
39 (h) (Immigration and Asylum)	A Terrorism Prevention and Investigation Measure notice (as described in paragraph 45 of Part 1 of Schedule 1 to the Act);	A Terrorism Prevention and Investigation Measure notice (as described in paragraph 19 or paragraph 45 of Part 1 of Schedule 1 to the Act);

45 (Public Law Category)	<p>45. Legal Help and related proceedings in relation to:</p> <p>(a) public law challenges to the acts, omissions or decisions of public bodies by way of judicial review or habeas corpus (as described in paragraphs 19 and 20 of Part 1 of Schedule 1); and</p> <p>(b) any claim described in paragraph 21 or 22 of Part 1 of Schedule 1 to the Act concerning the human rights of the client or a dependant of the client other than matters that fall within the definition of another Category;</p>	<p>45. Legal Help and related proceedings in relation to:</p> <p>(a) public law challenges to the acts, omissions or decisions of public bodies by way of judicial review or habeas corpus (as described in paragraphs 19 and 20 of Part 1 of Schedule 1); and</p> <p>(b) any claim described in paragraph 21 or 22 of Part 1 of Schedule 1 to the Act concerning the human rights of the client or a dependant of the client other than matters that fall within the definition of another Category; or</p> <p>(c) A Terrorism Prevention and Investigation Measure notice (as described in paragraph 19 or paragraph 45 of Part 1 of Schedule 1 to the Act).</p>
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Changes coming into effect from 1 October 2021

These tables set out changes that have been included into the 2018 Standard Civil Contract Specification- Category Specific Rules: Family, Category Specific Rules: Housing and Debt. Please note that these changes to the above contract documents will not come into effect until 1 October 2021.

2018 Standard Civil Contract Specification- Category Specific Rules: Family		
Paragraph Number	Current Provision	Amendment

7.25	<p>Payments on Account and final payments</p> <p>7.25 Payments on Account may be claimed for Family Contract Work in accordance with Paragraphs 6.19 to 6.30, subject to the following rules:</p> <p>(a) subject to the provisions of paragraphs 7.25(ba) and 7.25(ca), applications for Payments on Account may not exceed 75% of the costs incurred by you calculated on an Hourly Rates basis;</p> <p>(b) subject to the provisions of paragraphs 7.25(a), 7.25(ba) and 7.25(ca), where an application relates to work within the scope of a Standard Fee the application may not be for more than 75% of the Standard Fee unless, at the time the application for Payment on Account is made, you have already incurred sufficient costs to escape that fee (if permitted under the relevant scheme);</p> <p>(ba) in relation to applications for Payment on Account of profit costs during the period 4 August 2020 to 31 July 2021 only the maximum applicable percentage of cumulative Payments on Account in paragraphs 7.25(a) and (b) is 80% rather than 75%.</p>	<p>Payments on Account and final payments</p> <p>7.25 Payments on Account may be claimed for Family Contract Work in accordance with Paragraphs 6.19 to 6.30, subject to the following rules:</p> <p>(a) subject to the provisions of paragraphs 7.25(ba) and 7.25(ca), applications for Payments on Account may not exceed 7580% of the costs incurred by you calculated on an Hourly Rates basis;</p> <p>(b) subject to the provisions of paragraphs 7.25(a), 7.25(ba) and 7.25(ca), where an application relates to work within the scope of a Standard Fee the application may not be for more than 7580% of the Standard Fee unless, at the time the application for Payment on Account is made, you have already incurred sufficient costs to escape that fee (if permitted under the relevant scheme);</p> <p>(ba) in relation to applications for Payment on Account of profit costs during the period 4 August 2020 to 31 July 2021 only the maximum applicable percentage of cumulative Payments on Account in paragraphs 7.25(a) and (b) is 80% rather than 75%.</p> <p>(c) subject to the provisions of paragraph 7.25(ca), as there is no “escape” mechanism for payments under the Family Advocacy Scheme any Payment on</p>
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	<p>(c) subject to the provisions of paragraph 7.25(ca), as there is no “escape” mechanism for payments under the Family Advocacy Scheme any Payment on Account to you for work within that Scheme may not exceed 75% of the relevant Standard Fees and Bolt-on Fees due – see Paragraph 7.28 for the position of Counsel; and</p> <p>(ca) during the period 4 August 2020 to 31 July 2021 only, applications for Payment on Account in relation to work set out at paragraph 7.25(c) may not exceed 100% of the relevant fee; and</p> <p>(d) for the avoidance of the doubt Payments on Account of disbursements may continue to be claimed at 100%.</p>	<p>Account to you for work within that Scheme may not exceed 7580% of the relevant Standard Fees and Bolt-on Fees due – see Paragraph 7.28 for the position of Counsel; and</p> <p>(ca) during the period 4 August 2020 to 31 July 2021 only, applications for Payment on Account in relation to work set out at paragraph 7.25(c) may not exceed 100% of the relevant fee; and</p> <p>(d) for the avoidance of the doubt Payments on Account of disbursements may continue to be claimed at 100%.</p>
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2018 Standard Civil Contract Specification- Category Specific Rules: Housing and Debt

Paragraph Number	Current Provision	Amendment
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<p>10.18 – 10.21</p>	<p>Claiming rules</p> <p>10.18 You may make a Claim for a Housing Controlled Work Matter during the period 13 April 2021 to 30th September 2021 (inclusive) when the incurred profit costs as calculated in accordance with the relevant Hourly Rates set out in the Remuneration Regulations have reached the £157 fixed fee.</p> <p>10.19 You may submit a Claim in respect of unpaid Controlled Work disbursements if you have become entitled to submit a Controlled Work Claim under paragraph 10.18.</p>	<p>Claiming rules</p> <p>10.18 You may make a Claim for a Housing Controlled Work Matter during the period 13 April 2021 to 30th September 2021 (inclusive) when the incurred profit costs as calculated in accordance with the relevant Hourly Rates set out in the Remuneration Regulations have reached the £157 fixed fee.</p> <p>10.19 You may submit a Claim in respect of unpaid Controlled Work disbursements if you have become entitled to submit a Controlled Work Claim under paragraph 10.18.</p> <p>10.20 Where you have made a Claim under paragraph 10.18 and/or 10.19, whether or not your incurred profit costs (as calculated in accordance with the</p>
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	<p>10.20 Where you have made a Claim under paragraph 10.18 and/or 10.19, whether or not your incurred profit costs (as calculated in accordance with the relevant Hourly rates) have exceeded the relevant Escape Fee Case threshold or, you have incurred further disbursements (in addition to those claimed under paragraph 10.19), you must still submit a final Claim at the conclusion of the Controlled Work Matter.</p> <p>10.21 For the avoidance of doubt, a Claim under paragraph 10.18 or 10.19 does not constitute:</p> <p>a. a Claim under paragraph 3.64 of this Specification or a basis for ending the provision of Controlled Work under the relevant Matter; or</p> <p>b. a Claim for the purposes of paragraph 3.35 of this Specification (which will remain the Claim made under paragraph 10.20).</p>	<p>relevant Hourly rates) have exceeded the relevant Escape Fee Case threshold or, you have incurred further disbursements (in addition to those claimed under paragraph 10.19), you must still submit a final Claim at the conclusion of the Controlled Work Matter.</p> <p>10.21 For the avoidance of doubt, a Claim under paragraph 10.18 or 10.19 does not constitute:</p> <p>a. a Claim under paragraph 3.64 of this Specification or a basis for ending the provision of Controlled Work under the relevant Matter; or</p> <p>b. a Claim for the purposes of paragraph 3.35 of this Specification (which will remain the Claim made under paragraph 10.20).</p>
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Changes coming into effect from 1 September 2021

These tables set out changes that have been included into the 2018 Standard Civil Contract Specification (General Provisions 1-6) and the 2018 Standard Civil Contract Specification- Category Specific Rules: Family to support the referral of Clients from the civil legal aid operator service to a face-to-face Family Provider. Please note that these changes to the above contract documents will not come into effect until 1 September 2021.

2018 Standard Civil Contract Specification (General Provisions 1-6)		
Paragraph Number	Current Provision	Amendment

3.18 (Advice via Remote Communication)	Amended provision	3.18 You may give advice to a Client over the telephone, by email or via other means of remote communication before that Client has signed the Application Form where:
	<p>3.18 You may give advice to a Client over the telephone, by email or via other means of remote communication before that Client has signed the Application Form where:</p> <p>(a) the Client requests and it is not necessary for the interests of the Client or his or her case to attend you in person; and</p> <p>(b) the Client meets the criteria in the Merits Regulations and Financial Regulations for the provision of Legal Help,</p> <p>and you may make a Claim for this work provided that the Client subsequently signs the Application Form and provides appropriate evidence in relation to their financial means and identity.</p>	<p>(a) the Client requests and it is not necessary for the interests of the Client or his or her case to attend you in person; or and</p> <p>(b) the Client has been referred by the civil legal advice telephone operator service; and</p> <p>(c) the Client meets the criteria in the Merits Regulations and Financial Regulations for the provision of Legal Help, claim for this work provided that the Client subsequently provides appropriate evidence in relation to</p> <p>Application Form financial means &</p>

2018 Standard Civil Contract Specification- Category Specific Rules: Family

Paragraph Number	Current Provision	Amendment
7.18A (Referrals from the CLA Operator Service)	New Heading and Clause	<p>Referrals from the civil legal aid operator service</p> <p>7.18A You acknowledge that whilst the civil legal aid operator service will have undertaken an initial assessment of likely Client eligibility (including scope and financial eligibility) for services under the Contract, you retain full responsibility for assessing financial eligibility, merits and scope for all prospective Clients in accordance with the provisions of the Contract.</p>

Changes made on 27 July 2021 These tables set out further amendments that have been made to the Payments on Accounts application process. The changes to POA for the General Specification that was previously made on 28 April 2021 is now permanent. Please note that the changes to POA for the Family Specification that was previously made on 28 April 2021 has now been extended. These changes are now in effect from 4 August 2020 until 30 September 2021.

2018 Standard Civil Contract Specification (General Provisions 1-6). N.B. this change also applies to the 2018 Standard Civil Contract (Education and Discrimination) Specification (General Provisions 1-6)		
Paragraph Number	Current Provision	Amendment
6.21	<p>On any Licensed Work case, subject to Paragraph 6.23 and the Category Specific Rules, you may apply to us for a Payment on Account of your profit costs incurred under the Certificate provided that:</p> <p>(a) an application for a first Payment on Account may not be made earlier than 3 months after the issue of the Certificate;</p> <p>(b) you may make no more than four applications within any 12 month period;</p> <p>(c) subject to the provisions of paragraph 6.21(d), cumulative Payments on Account for profit costs under a Certificate must not exceed 75% of the amount of your incurred profit costs, calculated at the date of each application for the Payment on Account; and</p> <p>(d) where applications for Payments on Account for profit costs are made during the period 4 August 2020 to 31 July 2021 only, cumulative Payments on Account for profit costs may exceed 75% but must not exceed 80% of your incurred profit costs at the date of the application.</p>	<p>On any Licensed Work case, subject to Paragraph 6.23 and the Category Specific Rules, you may apply to us for a Payment on Account of your profit costs incurred under the Certificate provided that:</p> <p>(a) an application for a first Payment on Account may not be made earlier than 3 months after the issue of the Certificate;</p> <p>(b) you may make no more than four applications within any 12 month period;</p> <p>(c) subject to the provisions of paragraph 6.21(d), cumulative Payments on Account for profit costs under a Certificate must not exceed 7580% of the amount of your incurred profit costs, calculated at the date of each application for the Payment on Account; and</p> <p>(d) where applications for Payments on Account for profit costs are made during the period 4 August 2020 to 31 July 2021 only, cumulative Payments on Account for profit costs may exceed 75% but must not exceed 80% of your incurred profit costs at the date of the application.</p>

Paragraph Number	Current Provision	Amendment
2018 Standard Civil Contract Specification- Category Specific Rules: Family		

7.25

Payments on Account may be claimed for Family Contract Work only, in accordance with Paragraphs 6.19 to 6.30, subject to the following rules:

- a) subject to the provisions of paragraphs 7.25(ba) and 7.25(ca), applications for Payments on Account may not exceed 75% of the costs incurred by you calculated on an Hourly Rates basis;
- b) subject to the provisions of paragraphs 7.25(a), 7.25(ba) and 7.25(ca), where an application relates to work within the scope of a Standard Fee the application may not be for more than 75% of the Standard Fee unless, at the time the application for Payment on Account is made, you have already incurred sufficient costs to escape that fee (if permitted under the relevant scheme);
- (ba) in relation to applications for Payment on Account of profit costs during the period 4 August 2020 to 31 July 2021 only the maximum applicable percentage of cumulative Payments on Account in paragraphs 7.25(a) and (b) is 80% rather than 75%;
- c) subject to the provisions of paragraph 7.25(ca), as there is no “escape” mechanism for payments under the Family Advocacy Scheme any Payment on Account to you for work within that Scheme may not exceed 75% of the relevant Standard Fees and Bolton Fees due – see Paragraph 7.28 for the position of Counsel;

Payments on Account may be claimed for Family Contract Work in accordance with Paragraphs 6.19 to 6.30, subject to the following rules:

- a) subject to the provisions of paragraphs 7.25(ba) and 7.25(ca), applications for Payments on Account may not exceed 75% of the costs incurred by you calculated on an Hourly Rates basis;
- b) subject to the provisions of paragraphs 7.25(a), 7.25(ba) and 7.25(ca), where an application relates to work within the scope of a Standard Fee the application may not be for more than 75% of the Standard Fee unless, at the time the application for Payment on Account is made, you have already incurred sufficient costs to escape that fee (if permitted under the relevant scheme);
- (ba) in relation to applications for Payment on Account of profit costs ~~during the period 4 August 2020 to 31 July only~~ the maximum applicable percentage of cumulative Payments on Account in paragraphs 7.25(a) and (b) is 80% ~~rather than 75%;~~
- c) subject to the provisions of paragraph 7.25(ca), as there is no “escape” mechanism for payments under the Family Advocacy Scheme any Payment on Account to you for work within that Scheme may not exceed 75% of the relevant Standard Fees and Bolt-on Fees due – see Paragraph 7.28 for the position of Counsel;
- (ca) during the period 4 August 2020 to ~~31 July~~ **30 September 2021** only, applications for Payment on Account in relation to work set out at paragraph 7.25(c) may not exceed 100% of the relevant fee; and

d) for the avoidance of the doubt Payments on Account of disbursements may continue to be claimed at 100%.

	<p>work set out at paragraph 7.25(c) may not exceed 100% of the relevant fee; and</p> <p>d) for the avoidance of the doubt Payments on Account of disbursements may continue to be claimed at 100%.</p>	
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Changes made on 29 June 2021

This table sets out further amendments made to the 2018 Standard Civil Contract Specification Category Specific Rules: Housing and Debt (29 June 2021) to reflect an extension to new claiming rules for Housing claims submitted from 13 April until 30 September 2021. Please note that this amendment will end on 30 September 2021.

2018 Standard Civil Contract Specification Category Specific Rules: Housing and Debt (June 2020).		
Paragraph Number	Current Provision	Amendment
10.18 Claiming Rules)	<p>Claiming Rules</p> <p>10.18 You may make a Claim for a Housing Controlled Work Matter during the period 13 April 2021 to 30 June 2021 (inclusive) when the incurred profit costs as calculated in accordance with the relevant Hourly Rates set out in the Remuneration Regulations have reached the £157 fixed fee.</p>	<p>Claiming Rules</p> <p>10.18 You may make a Claim for a Housing Controlled Work Matter during the period 13 April 2021 to 30 September 2021 (inclusive) when the incurred profit costs as calculated in accordance with the relevant Hourly Rates set out in the Remuneration Regulations have reached the £157 fixed fee.</p>

Changes made on 28 April 2021

These tables set out further amendments that have been made to the Payments on Accounts application process. Please note that the changes to POA that was previously made on 19 January 2020 has now been extended. These changes are now in effect from 4 August 2020 until 31 July 2021.

2018 Standard Civil Contract Specification (General Provisions 1-6). N.B. this change also applies to the 2018 Standard Civil Contract (Education and Discrimination) Specification (General Provisions 1-6)

Paragraph Number	Current Provision	Amendment
6.21	<p>On any Licensed Work case, subject to Paragraph 6.23 and the Category Specific Rules, you may apply to us for a Payment on Account of your profit costs incurred under the Certificate provided that:</p> <p>(a) an application for a first Payment on Account may not be made earlier than 3 months after the issue of the Certificate;</p> <p>(b) you may make no more than four applications within any 12 month period;</p> <p>(c) subject to the provisions of paragraph 6.21(d), cumulative Payments on Account for profit costs under a Certificate must not exceed 75% of the amount of your incurred profit costs, calculated at the date of each application for the Payment on Account; and</p> <p>(d) where applications for Payments on Account for profit costs are made during the period 4 August 2020 to 31 January 2021 only, cumulative Payments on Account for profit costs may exceed 75% but must not exceed 80% of your incurred profit costs at the date of the application.</p>	<p>On any Licensed Work case, subject to Paragraph 6.23 and the Category Specific Rules, you may apply to us for a Payment on Account of your profit costs incurred under the Certificate provided that:</p> <p>(a) an application for a first Payment on Account may not be made earlier than 3 months after the issue of the Certificate;</p> <p>(b) you may make no more than four applications within any 12 month period;</p> <p>(c) subject to the provisions of paragraph 6.21(d), cumulative Payments on Account for profit costs under a Certificate must not exceed 75% of the amount of your incurred profit costs, calculated at the date of each application for the Payment on Account; and</p> <p>(d) where applications for Payments on Account for profit costs are made during the period 4 August 2020 to 31 July 2021 only, cumulative Payments on Account for profit costs may exceed 75% but must not exceed 80% of your incurred profit costs at the date of the application.</p>

2018 Standard Civil Contract Specification- Category Specific Rules: Family

Paragraph Number	Current Provision	Amendment
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7.25

Payments on Account may be claimed for Family Contract Work in accordance with Paragraphs 6.19 to 6.30, subject to the following rules:

Payments on Account may be claimed for Family Contract Work in accordance with Paragraphs 6.19 to 6.30, subject to the following rules:

	<p>e) subject to the provisions of paragraphs 7.25(ba) and 7.25(ca), applications for Payments on Account may not exceed 75% of the costs incurred by you calculated on an Hourly Rates basis;</p> <p>f) subject to the provisions of paragraphs 7.25(a), 7.25(ba) and 7.25(ca), where an application relates to work within the scope of a Standard Fee the application may not be for more than 75% of the Standard Fee unless, at the time the application for Payment on Account is made, you have already incurred sufficient costs to escape that fee (if permitted under the relevant scheme);</p> <p>(ba) in relation to applications for Payment on Account of profit costs during the period 4 August 2020 to 31 January 2021 only the maximum applicable percentage of cumulative Payments on Account in paragraphs 7.25(a) and (b) is 80% rather than 75%;</p> <p>g) subject to the provisions of paragraph 7.25(ca), as there is no “escape” mechanism for payments under the Family Advocacy Scheme any Payment on Account to you for work within that Scheme may not exceed 75% of the relevant Standard Fees and Bolton Fees due – see Paragraph 7.28 for the position of Counsel;</p> <p>(ca) during the period 4 August 2020 to 31 January 2021 only, applications for Payment on Account in relation to work set out at paragraph 7.25(c) may not exceed 100% of the relevant fee; and</p>	<p>e) subject to the provisions of paragraphs 7.25(ba) and 7.25(ca), applications for Payments on Account may not exceed 75% of the costs incurred by you calculated on an Hourly Rates basis;</p> <p>f) subject to the provisions of paragraphs 7.25(a), 7.25(ba) and 7.25(ca), where an application relates to work within the scope of a Standard Fee the application may not be for more than 75% of the Standard Fee unless, at the time the application for Payment on Account is made, you have already incurred sufficient costs to escape that fee (if permitted under the relevant scheme);</p> <p>(ba) in relation to applications for Payment on Account of profit costs during the period 4 August 2020 to 31 July 2021 only the maximum applicable percentage of cumulative Payments on Account in paragraphs 7.25(a) and (b) is 80% rather than 75%;</p> <p>g) subject to the provisions of paragraph 7.25(ca), as there is no “escape” mechanism for payments under the Family Advocacy Scheme any Payment on Account to you for work within that Scheme may not exceed 75% of the relevant Standard Fees and Bolt-on Fees due – see Paragraph 7.28 for the position of Counsel;</p> <p>(ca) during the period 4 August 2020 to 31 July 2021 only, applications for Payment on Account in relation to work set out at paragraph 7.25(c) may not exceed 100% of the relevant fee; and</p> <p>h) for the avoidance of the doubt Payments on Account of disbursements may continue to be claimed at 100%.</p>
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h) for the avoidance of the doubt Payments on Account of disbursements may continue to be claimed at 100%.

Changes made on 13 April 2021

This table sets out amendments made to the 2018 Standard Civil Contract Specification Category Specific Rules: Housing and Debt (May 2020) to reflect new claiming rules for Housing claims submitted from 13 April until 30 June 2021.

2018 Standard Civil Contract Specification Category Specific Rules: Housing and Debt (May 2020).		
Paragraph Number	Current Provision	Amendment

<p>10.18-10.21</p>	<p>New Provisions</p>	<p>Claiming rules</p> <p>10.18 You may make a Claim for a Housing Controlled Work Matter during the period 13 April 2021 to 30 June 2021 (inclusive) when the incurred profit costs as calculated in accordance with the relevant Hourly Rates set out in the Remuneration Regulations have reached the £157 fixed fee.</p> <p>10.19 You may submit a Claim in respect of unpaid Controlled Work disbursements if you have become entitled to submit a Controlled Work Claim under paragraph 10.18.</p> <p>10.20 Where you have made a Claim under paragraph 10.18 and/or 10.19, whether or not your incurred profit costs (as calculated in accordance with the relevant Hourly rates) have exceeded the relevant Escape Fee Case threshold or, you have incurred further disbursements (in addition to those claimed under paragraph 10.19), you must still submit a final Claim at the conclusion of the Controlled Work Matter.</p>
		<p>10.21 For the avoidance of doubt, a Claim under paragraph 10.18 or 10.19 does not constitute:</p> <ul style="list-style-type: none"> a. a Claim under paragraph 3.64 of this Specification or a basis for ending the provision of Controlled Work under the relevant Matter; or b. a Claim for the purposes of paragraph 3.35 of this Specification (which will remain the Claim made under paragraph 10.20).

Changes made on 19 January 2021

These tables set out further amendments that have been made to the Payments on Accounts application process. Please note that the changes to POA that was previously made on 4 August 2020 has now been extended. These changes are now only be in effect from 4 August 2020 until 30 April 2021.

2018 Standard Civil Contract Specification (General Provisions 1-6). N.B. this change also applies to the 2018 Standard Civil Contract (Education and Discrimination) Specification (General Provisions 1-6)

Paragraph Number	Current Provision	Amendment
6.21	<p>On any Licensed Work case, subject to Paragraph 6.23 and the Category Specific Rules, you may apply to us for a Payment on Account of your profit costs incurred under the Certificate provided that:</p> <p>(a) an application for a first Payment on Account may not be made earlier than 3 months after the issue of the Certificate;</p> <p>(b) you may make no more than four applications within any 12 month period;</p> <p>(c) subject to the provisions of paragraph 6.21(d), cumulative Payments on Account for profit costs under a Certificate must not exceed 75% of the amount of your incurred profit costs, calculated at the date of each application for the Payment on Account; and</p>	<p>On any Licensed Work case, subject to Paragraph 6.23 and the Category Specific Rules, you may apply to us for a Payment on Account of your profit costs incurred under the Certificate provided that:</p> <p>(a) an application for a first Payment on Account may not be made earlier than 3 months after the issue of the Certificate;</p> <p>(b) you may make no more than four applications within any 12 month period;</p> <p>(c) subject to the provisions of paragraph 6.21(d), cumulative Payments on Account for profit costs under a Certificate must not exceed 75% of the amount of your incurred profit costs, calculated at the date of each application for the Payment on Account; and</p> <p>(d) where applications for Payments on Account for profit costs are made during the period 4 August 2020 to 30 April 2021 only, cumulative Payments on</p>
	<p>(d) where applications for Payments on Account for profit costs are made during the period 4 August 2020 to 31 January 2021 only, cumulative Payments on Account for profit costs may exceed 75% but must not exceed 80% of your incurred profit costs at the date of the application.</p>	<p>Account for profit costs may exceed 75% but must not exceed 80% of your incurred profit costs at the date of the application.</p>

2018 Standard Civil Contract Specification- Category Specific Rules: Family

Paragraph Number	Current Provision	Amendment
7.25	<p>rules:</p> <ul style="list-style-type: none"> i) count may be claimed for Family Contract Work in Paragraphs 6.19 to 6.30, subject to the following j) subject to the provisions of paragraphs 7.25(ba) and 7.25(ca), applications for Payments on Account may not exceed 75% of the costs incurred by you calculated on an Hourly Rates basis; <p>subject to the provisions of paragraphs 7.25(a), 7.25(ba) and 7.25(ca), where an application relates to work within the scope of a Standard Fee the application may not be for more than 75% of the Standard Fee unless, at the time the application for Payment on Account is made, you have already incurred sufficient costs to escape that fee (if permitted under the relevant scheme);</p>	<p>Payments on Account may be claimed for Family Contract Work in accordance with Paragraphs 6.19 to 6.30, subject to the following rules:</p> <ul style="list-style-type: none"> i) subject to the provisions of paragraphs 7.25(ba) and 7.25(ca), applications for Payments on Account may not exceed 75% of the costs incurred by you calculated on an Hourly Rates basis; j) subject to the provisions of paragraphs 7.25(a), 7.25(ba) and 7.25(ca), where an application relates to work within the scope of a Standard Fee the application may not be for more than 75% of the Standard Fee unless, at the time the application for Payment on Account is made, you have already incurred sufficient costs to escape that fee (if permitted under the relevant scheme); <p>(ba) in relation to applications for Payment on Account of profit costs during the period 4 August 2020 to 30 April 2021 only the</p>

Forthcoming changes to the contracts (Notice given on 1 December 2020)

The tables below set out amendments that will be made to the 2018 Standard Civil Contract, the 2018 Standard Civil Contract (Education and

	<p>(ba) in relation to applications for Payment on Account of profit costs during the period 4 August 2020 to 31 January 2021 only the maximum applicable percentage of cumulative Payments on Account in paragraphs 7.25(a) and (b) is 80% rather than 75%;</p> <p>k) subject to the provisions of paragraph 7.25(ca), as there is no “escape” mechanism for payments under the Family Advocacy Scheme any Payment on Account to you for work within that Scheme may not exceed 75% of the relevant Standard Fees and Bolton Fees due – see Paragraph 7.28 for the position of Counsel;</p> <p>(ca) during the period 4 August 2020 to 31 January 2021 only, applications for Payment on Account in relation to work set out at paragraph 7.25(c) may not exceed 100% of the relevant fee; and</p> <p>l) for the avoidance of the doubt Payments on Account of disbursements may continue to be claimed at 100%.</p>	<p>maximum applicable percentage of cumulative Payments on Account in paragraphs 7.25(a) and (b) is 80% rather than 75%;</p> <p>k) subject to the provisions of paragraph 7.25(ca), as there is no “escape” mechanism for payments under the Family Advocacy Scheme any Payment on Account to you for work within that Scheme may not exceed 75% of the relevant Standard Fees and Bolt-on Fees due – see Paragraph 7.28 for the position of Counsel;</p> <p>(ca) during the period 4 August 2020 to 30 April 2021 only, applications for Payment on Account in relation to work set out at paragraph 7.25(c) may not exceed 100% of the relevant fee; and</p> <p>l) for the avoidance of the doubt Payments on Account of disbursements may continue to be claimed at 100%.</p>
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Discrimination), the Standard Civil Contract (Housing Possession Court Duty Scheme) 2013 to support the United Kingdom’s exit from the European Union on the 31 December 2020. These amendments will come into force on the 1 January 2021.

2018 Standard Civil Contract Standard Terms, 2018 Standard Civil Contract (Education and Discrimination) Standard Terms and the Standard Civil Contract (Housing Possession Court Duty Scheme) 2013 Standard Terms

Paragraph Number	Current Provision	Amendment
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Interpretations	<p><i>“Data 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 GDPR;</p>	<p><i>“Data 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;</p>
	<p><i>“Data Protection Legislation”</i> means the Data Protection Act 2018, 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, 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>	<p><i>“Data Protection Legislation”</i> 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, 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>
	<p><i>“Data Protection Impact Assessment”</i> means as specified in the GDPR;</p>	<p><i>“Data Protection Impact Assessment”</i> means as specified in the GDPR Data Protection Act 2018 and Relevant General Data Protection Regulations.</p>
	<p><i>“Data Subject”</i> means as specified in the GDPR;</p>	<p><i>“Data Subject”</i> means as specified in the GDPR Data Protection Act 2018 and Relevant General Data Protection Regulations.</p>
	<p><i>“GDPR”</i> means the General Data Protection Regulation (Regulation (EU) 2016/679);</p>	<p><i>“GDPR”</i> means the Relevant General Data Protection Regulations (Regulation (EU) 2016/679)</p>

“Joint Controllers” means as it is defined in the GDPR;

“Joint Controllers” means as it is defined in the ~~GDPR~~ Data Protection Act 2018 and Relevant General Data Protection Regulations.

	<p><i>“Personal Data”</i> means as it is defined in the GDPR;</p>	<p><i>“Personal Data”</i> means as it is defined in the Data Protection Act 2018 and Relevant General Data Protection Regulations GDPR</p>
	<p><i>“Personal Data Breach”</i> means as it is defined in the GDPR;</p>	<p><i>“Personal Data Breach”</i> means as it is defined in the Data Protection Act 2018 and Relevant General Data Protection Regulations GDPR</p>
	<p><i>“Processing”</i> means as it is defined in the GDPR and <i>“Processed”</i> and <i>“Process”</i> shall be construed accordingly;</p>	<p><i>“Processing”</i> means as it is defined in the Data Protection Act 2018 and Relevant General Data Protection Regulations GDPR and <i>“Processed”</i> and <i>“Process”</i> shall be construed accordingly</p>
	<p><i>“Processor”</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 GDPR;</p>	<p><i>“Processor”</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;</p>
	<p>New Clause added in at 1.5</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, amended, extended, re-enacted or otherwise given effect on or after 11pm on 31 January 2020.</p>
<p>13.4</p>	<p>13.4 We may also make such amendments to the Contract as we consider necessary in the circumstances:</p>	<p>We may also make such amendments to the Contract as we consider necessary in the circumstances:</p>

<p>(Amending the Contract to take account of other legislative changes)</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>(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>
	<p>(c) to comply with the requirements of any regulatory body or tax or similar authority.</p>	
<p>16.7 (Yours and our Data Protection Legislation obligations)</p>	<p>16.7 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 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</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</p>
	<p>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>	<p>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>

<p>16.15 (Yours and our Data Protection Legislation obligations)</p>	<p>16.15 Where you are Processing LAA Data, you will: (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>	<p>Where you are Processing LAA Data, you will:</p> <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>
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<p>2018 Standard Civil Contract Specification (General Provisions 1-6) (August 2020). N.B. <i>this change also apply to the Housing Possession Court Duty Scheme Contract and the 2018 Standard Civil Contract (Education and Discrimination) Specification (General Provisions 1-6)</i></p>		
<p>Paragraph Number</p>	<p>Current Provision</p>	<p>Amendment</p>

	<p>(a) such residence is purely temporary and the Client can without serious disadvantage delay the application until they have returned to the European Union, or</p> <p>(b) the services could be applied for on the same Matter by a person resident in the European Union, or</p> <p>(c) it is otherwise unreasonable to accept the application.</p>	<p>(b) the services could be applied for on the same Matter by a person resident in the UK European Union, or</p> <p>(c) it is otherwise unreasonable to accept the application.</p>
<p>2018 Civil Specification: 3.16 (Acceptance of Applications other than in person)</p>	<p>3.16 Applications may not be accepted in accordance with Paragraph 3.15 above where the Client is resident outside the European Union and:</p>	<p>Applications may not be accepted in accordance with Paragraph 3.15 above where the Client is resident outside the U.K. European Union and: (a) such residence is purely temporary and the Client can without serious disadvantage delay the application until they have returned to the U.K. European Union, or</p>

<p>2018 Standard Civil Contract Specification: Category Specific Rules Mediation (May 2020)</p>		
<p>Paragraph Number</p>	<p>Current Provision</p>	<p>Amendment</p>

<p>Paragraph 3.10</p>	<p>3.10 Applications may not be accepted in accordance with Paragraph 3.9 above where the Client is resident outside the European Union and:</p> <ul style="list-style-type: none"> a) such residence is purely temporary and the Client can without serious disadvantage delay the application until they have returned to the European Union, or b) the services could be applied for on the same Matter by a person resident in the European Union, or c) it is otherwise unreasonable to accept the application. 	<p>Applications may not be accepted in accordance with Paragraph 3.9 above where the Client is resident outside the UK European Union and:</p> <ul style="list-style-type: none"> a) such residence is purely temporary and the Client can without serious disadvantage delay the application until they have returned to the UK European Union, or b) the services could be applied for on the same Matter by a person resident in the UK European Union, or c) it is otherwise unreasonable to accept the application.
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Category Definitions 2018

Paragraph Number	Current Provision	Amendment
11	The following civil legal services fall into the Category of Law that relates to the underlying substance of the case as referenced by the widest Category Definition:	The following civil legal services fall into the Category of Law that relates to the underlying substance of the case as referenced by the widest Category Definition:
	<p>(a) Public law challenges to the acts, omissions or decisions of public bodies by way of judicial review (as described in paragraph 19 of Part 1 of Schedule 1 to the Act). These cases are also covered by the Public Law Category</p> <p>(b) Civil legal services provided in relation to a writ of habeas corpus ad subjiciendum (as described in paragraph 20 of Part 1 of Schedule 1 to the Act). These cases are also covered by the Public Law Category</p> <p>(c) Cases involving a contravention of the Equality Act 2010 or previous discrimination enactment (as described in paragraph 43 of Part 1 of Schedule 1 to the Act). These cases are also covered by the Discrimination category</p> <p>(d) Cross-border disputes where the civil legal services are required to be provided under Council Directive 2003/8/EC (as described in paragraph 44 of Part 1 of Schedule 1 to the Act). If these services do not fall within any Category of Law they are classified as Miscellaneous Work.</p>	<p>(a) Public law challenges to the acts, omissions or decisions of public bodies by way of judicial review (as described in paragraph 19 of Part 1 of Schedule 1 to the Act). These cases are also covered by the Public Law Category</p> <p>(b) Civil legal services provided in relation to a writ of habeas corpus ad subjiciendum (as described in paragraph 20 of Part 1 of Schedule 1 to the Act). These cases are also covered by the Public Law Category</p> <p>(c) Cases involving a contravention of the Equality Act 2010 or previous discrimination enactment (as described in paragraph 43 of Part 1 of Schedule 1 to the Act). These cases are also covered by the Discrimination category</p> <p>(d) Cross-border disputes where the civil legal services are required to be provided under Council Directive 2003/8/EC (as described in paragraph 44 of Part 1 of Schedule 1 to the Act). If these services do not fall within any Category of Law they are classified as Miscellaneous Work.</p>

Changes made on 29 September 2020

The tables below set out amendments that have been made to the 2018 Standard Civil Contract Specification: Category Specific Rules: Immigration and Asylum- August 2020.

Paragraph Number	Current Provision	Amendment
8.1 (Definitions)	“Appeal Skeleton Argument” means the skeleton argument that is required to be filed under the Online Procedure for appeals to the First Tier Tribunal of the Immigration and Asylum Chamber;	“Appeal Skeleton Argument” means the skeleton argument that appellant is required directed to be filed under produce as a part of ‘Online Procedure’ for appeals to the First Tier Tribunal of the Immigration and Asylum Chamber;

2018 Standard Civil Contract Specification: Category Specific Rules: Immigration and Asylum- August 2020

	New Definition			“Online Procedure Advocacy Services” means advocacy in relation to Online Procedure cases;		
	New Definition			“Online Procedure Hourly Rates” means the hourly rates set out in Table 8(ca) of the Civil Legal Aid (Remuneration) (Amendment) (No 2) (Coronavirus) Regulations 2020;		
Part D - Remuneration For Immigration and Asylum Controlled Work Standard Fee Scheme: 8.55	All Immigration and Asylum Controlled Work is remunerated t out e according to either Standard Fees or Hourly Rates, which in are s the Remuneration Regulations.			All Immigration and Asylum Controlled Work is remunerated according to either Standard Fees or Hourly Rates, which are set out in the Remuneration Regulations. For Matters lodged through the Online Procedure see Paragraph 8.60 below.		
Part D - Remuneration	Standard Fee	Asylum	Immigration	Standard Fee	Asylum	Immigration

Work Standard Fee Scheme: 8.56	Stage 2 (b)	CLR – substantive hearing	CLR – substantive hearing			substantive hearing where the Online Procedure is not used	substantive hearing where the Online Procedure is not used
	Stage 2 (c)	CLR - using the	CLR - using the				
		Online Procedure	Online Procedure				
For Immigration and Asylum Controlled	Stage 1	Legal Help	Legal Help				
	Stage 2 (a)	CLR – no substantive hearing	CLR – no substantive hearing				

Part D - Remuneration For Immigration and Asylum Controlled Work Standard Fee Scheme: 8.57	CLR is split into three sub-stages. The Standard Fee(s) claimable will depend on whether the Online Procedure is used and on where the Matter concludes.	CLR Standard Fees for matters that are not using the Online Procedure are split into two sub-stages. The Standard Fee(s) claimable for such Matters will depend on where the Matter concludes. For Matters that use the Online Procedure, refer to Paragraphs 8.60 to 8.65 below.
Title prior to Paragraph 8.60	Matters that do use the Online Procedure	Matters that do use the Online Procedure

<p>Paragraph 8.60</p>	<p>New clause</p>	<p>Where a Matter is lodged through the Online Procedure, claims can be made as follows:</p> <p>(a) for CLR Matters granted prior to 7th October 2020 ("Pre Online Procedure") you may claim, at your discretion, either Standard Fee Stage 2(c) (subject to the conditions set out in Paragraph 8.61 below) and the fee for attendance at the hearing set out in paragraph 8.73 or the Online Procedure Hourly Rates and the Online Procedure Advocacy Services set out in paragraph 8.87; and</p> <p>(b) for CLR Matters granted on or after 7th October 2020 ("Post Online Procedure") you may claim only Online Procedure Hourly Rates and the Online Procedure Advocacy Services set out in paragraph 8.87.</p>						
<p>8.61</p>	<p>New clause</p>	<p>Pre Online Procedure</p> <table border="1" data-bbox="1196 719 1868 1050"> <thead> <tr> <th data-bbox="1196 719 1375 866">Standard Fee</th> <th data-bbox="1375 719 1621 866">Asylum</th> <th data-bbox="1621 719 1868 866">Immigration</th> </tr> </thead> <tbody> <tr> <td data-bbox="1196 866 1375 1050">Stage 2(c)</td> <td data-bbox="1375 866 1621 1050">CLR – Where CLR was granted prior to 7 October 2020</td> <td data-bbox="1621 866 1868 1050">CLR - Where CLR was granted prior to 7 October 2020</td> </tr> </tbody> </table>	Standard Fee	Asylum	Immigration	Stage 2(c)	CLR – Where CLR was granted prior to 7 October 2020	CLR - Where CLR was granted prior to 7 October 2020
Standard Fee	Asylum	Immigration						
Stage 2(c)	CLR – Where CLR was granted prior to 7 October 2020	CLR - Where CLR was granted prior to 7 October 2020						

		<p>for a Matter where the Online Procedure is used</p> <p>for a Matter where the Online Procedure is used</p> <hr/>
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<p>Previously 8.60</p>	<p>If you claim payment for Stage 2(c) then you may not claim payment for Stage 2(a) or Stage 2(b) in relation to the same Matter.</p>	<p>Now clause 8.62</p> <p>If you choose to claim payment for Stage 2(c) (instead of Online Procedure Hourly Rates) then you may not claim payment for Stage 2(a) or Stage 2(b) in relation to the same Matter.</p>
<p>Previously 8.61</p>	<p>You may only claim a Stage 2(c) Standard Fee where you have drafted and submitted an Appeal Skeleton Argument under the Online Procedure. A Stage 2(c) Standard Fee cannot be claimed where:</p> <p>(a) Where a matter concludes prior to the submission of an Appeal Skeleton Argument. You should claim the Stage 2(a) Standard Fee. (b) You commence a matter after an Appeal Skeleton Argument has been drafted and submitted, but where you represent a client at a substantive hearing before the First Tier Tribunal. You should claim the Stage 2(b) Standard Fee plus any hearing fee.</p>	<p>Now clause 8.63</p> <p>You may only claim a Stage 2(c) Standard Fee where CLR was granted prior to 7th October 2020. If you have drafted and submitted an Appeal Skeleton Argument under the claim payment for Online Procedure A Stage 2(c) Standard Fee cannot be claimed where:</p> <p>(a) — Where a matter concludes prior to the submission of an Appeal Skeleton Argument. You should claim the Stage 2(a) Standard Fee.</p> <p>(b) — You commence a matter after an Appeal Skeleton Argument has been drafted and submitted, but where Hourly Rates then you represent a client at a substantive hearing before the First Tier Tribunal. You should may not claim the payment for Stage 2(b) Standard Fee plus any hearing fee. c) Standard Fees in relation to the same Matter. The provisions in relation to</p>
		<p>Hourly Rates will apply to Matters which claim the Online Procedure Hourly Rates.</p>

<p>Previously 8.62</p>	<p>If the matter proceeds to a hearing then the fee for attendance at the hearing is claimable as an additional payment as set out at Paragraph 8.71 below.</p>	<p>Now Clause 8.64</p> <p>The provisions in relation to Hourly Rates will apply where CLR was granted on or after 7th October 2020 for Matters using the Post Online Procedure. If the the Matter proceeds to a hearing, then the fee for attendance at the hearing is claimable as an additional payment as set out at Paragraph 8.7187 below.</p>
<p>Previously 8.63 & 8.64</p>	<p>8.63 For all Matters you must submit a Controlled Work Claim (including additional payments if incurred) within 6 months of the end of each of the following stages of the case citing the correct UKVI unique Client number:</p> <p>(a) Legal Help - at the end of Stage 1 (as described at Paragraph 8.66 below) or where the Matter otherwise ends earlier; or (b) CLR - at the end of Stage 2 (as described at Paragraph 8.70 below).</p>	<p>Now clause 8.65</p> <p>For all Matters you must submit a Controlled Work Claim (including additional payments if incurred) within 6 months of the end of each of the following stages of the case citing the correct UKVI unique Client number:</p> <p>(a) Legal Help - at the end of Stage 1 (as described at Paragraph 8.6668 below) or where the Matter otherwise ends earlier; or</p> <p>(b) CLR - at the end of Stage 2 (as described at Paragraph 8.7072 below).</p> <p>(c) Where an asylum application has been lodged, you may submit the claim when the client has been interviewed (where required) and all submissions have been made to the Home Office.</p>
<p>Previously 8.64</p>	<p>Where incurred you should also Claim any relevant additional payments including disbursements.</p>	<p>Now clause 8.66</p>
<p>Previously 8.67</p>	<p>Where a determination is made that an individual qualifies for CLR but the Matter concludes prior to the substantive hearing the</p>	<p>Now clause 8.69</p>

	<p>vers, but is not limited to, the following Contract Work:</p> <p>Work:</p> <ul style="list-style-type: none"> (a) drafting and lodging an appeal; (b) preparation of an appeal; (c) re-application of the merits criteria in accordance with the Merits Regulations; (d) where a determination in relation to CLR is withdrawn, if necessary, the completion of an application for a review of the withdrawal of a determination in relation to Controlled Legal Representation; and (e) any post appeal advice and assistance that does not constitute a separate Matter Start. 	<p>Where a determination is made that an individual qualifies for CLR and the Matter concludes prior to the substantive hearing the Standard Fee covers, but is not limited to, the following Contract Work:</p> <ul style="list-style-type: none"> (a) drafting and lodging an appeal; (b) preparation of an appeal; (c) re-application of the merits criteria in accordance with the Merits Regulations; (d) where a determination in relation to CLR is withdrawn, if necessary, the completion of an application for a review of the withdrawal of a determination in relation to Controlled Legal Representation; and (e) any post appeal advice and assistance that does not constitute a separate Matter Start.
<p>Previously 8.69</p>	<p>Where a determination is made that an individual qualifies for CLR and the Matter is lodged through the Online Procedure and the Appeal Skeleton Argument is submitted, the Standard Fee covers but is not limited to, the following Contract Work:</p> <ul style="list-style-type: none"> (a) drafting and lodging an appeal, including drafting and submitting an Appeal Skeleton Argument; (b) preparation of an appeal including the appeal bundle; (c) consideration of determination and advice to the Client about the determination and carrying out any necessary work; 	<p>Now clause 8.71</p> <p>Where a determination is made that an individual qualifies for CLR and the Matter is lodged opened through the Pre Online Procedure prior to 7th October 2020 and the Appeal Skeleton Argument is submitted-you choose to claim Stage 2(c) Standard Fee instead of Online Procedure Hourly Rates, the Standard Fee covers but is not limited to, the following Contract Work:</p> <ul style="list-style-type: none"> (a) drafting and lodging an appeal, including drafting and submitting an Appeal Skeleton Argument; (b) preparation of an appeal including the appeal bundle;

	<p>(d) re-applying the merits criteria as set out in the Merits Regulations for an appeal to the Upper Tribunal;</p>	
	<p>(e) where the appeal to the First Tier Tribunal is dismissed and an appeal to the Upper Tribunal is not being pursued, explaining the consequences of the decision and carrying out any necessary work;</p> <p>(f) where the appeal is allowed, explaining the consequences of the decision including rights and entitlements; and</p> <p>(g) any post appeal advice and assistance that does not constitute a separate Matter Start.</p>	<p>(c) consideration of determination and advice to the Client about the determination and carrying out any necessary work; re-applying the merits criteria as set out in the Merits Regulations for an appeal to the Upper Tribunal;</p> <p>(d) where the appeal to the First Tier Tribunal is dismissed and an appeal to the Upper Tribunal is not being pursued, explaining the consequences of the decision and carrying out any necessary work;</p> <p>(e) where the appeal to the First Tier Tribunal is dismissed and an appeal to the Upper Tribunal is not being pursued, explaining the consequences of the decision and carrying out any necessary work;</p> <p>(f) where the appeal is allowed, explaining the consequences of the decision including rights and entitlements; and</p>

		(g) any post appeal advice and assistance that does not constitute a separate Matter Start.
Previously 8.71	Where applicable, Graduated Fees for advocacy services set out in the Remuneration Regulations are payable at the end of Stage 2 (as described in Paragraph 8.64), in addition to the appropriate Standard Fee, for each relevant attendance. When claiming for advocacy work the following rules apply: (a) advocacy fees are payable whether the relevant advocacy services are carried out by you or Counsel and whether remotely or in person; (b) only one advocacy fee for a substantive hearing in the First Tier Tribunal may be claimed per Matter; if such a hearing goes into a second day, either part heard or re-listed, an additional day's substantive hearing fee may be claimed for the second and each subsequent day; and	Now clause 8.73 Where applicable, Graduated Standard Fees for advocacy services set out in the Remuneration Regulations are payable at the end of Stage 2 (as described in Paragraph 8.6472), in addition to the appropriate Standard Fee, for each relevant attendance. When claiming for advocacy work the following rules apply: (a) advocacy fees are payable whether the relevant advocacy services are carried out by you or Counsel and whether remotely or in person;
	(c) advocacy fees are inclusive of time for travel and waiting.	(b) only one advocacy fee for a substantive hearing in the First Tier Tribunal may be claimed per Matter; if such a hearing goes into a second day, either part heard or re-listed, an additional day's substantive hearing fee may be claimed for the second and each subsequent day; and (c) advocacy fees are inclusive of time for travel and waiting.
8.80	New clause	Where a Standard Fee is only payable in relation to Stage 1 of a Matter then the Matter will be treated as an Escape Fee Case where, following the conclusion of Stage 1 of the Matter, the value of the Controlled Work, when calculated as if it were paid at the appropriate Hourly Rate, exceeds three times the value under Standard Fee Scheme.

<p>Previously clause 8.78</p>	<p>In order to calculate whether a Matter becomes an Escape Fee Case, the following steps must be applied:</p> <p>(a) identify the total hours spent on the Matter up to the end of Stage 2 or when the Matter concludes (whichever is earlier), including any advocacy services but excluding services which are outside the Standard Fee and are always payable at Hourly Rates (as specified under paragraph 8.76);</p> <p>(b) calculate the total costs for the hours spent on such services using the Hourly Rates set out in the Remuneration Regulations to determine the 'gross total' (Total A);</p> <p>(c) from Total A deduct all the claims for additional payments (as set out in Remuneration Regulations) paid or payable, to determine the 'reduced total' (Total B);</p> <p>(d) identify the Standard Fees claimable for the Matter (note only one Standard Fee is payable at each Stage). Add these Standard Fees</p>	<p>Now clause 8.81</p> <p>In order to calculate whether a Matter becomes an Escape Fee Case, the following steps must be applied:</p> <p>(a) identify the total hours spent on the Matter up to the end of Stage 2 the last stage remunerated under the Standard Fee Scheme or when the Matter concludes (whichever is earlier), including any advocacy services but excluding services which are outside the Standard Fee and are always payable at Hourly Rates (as specified under paragraph 8.7684);</p> <p>(b) calculate the total costs for the hours spent on such services using the Hourly Rates set out in the Remuneration Regulations to determine the 'gross total' (Total A);</p> <p>(c) from Total A deduct all the claims for additional payments (as set out in Remuneration Regulations)</p>
	<p>together and multiply that total by 3 to determine the 'Escape Threshold' (Total C); and</p> <p>(e) if Total B exceeds Total C then the Matter has escaped the Standard Fee Scheme and is therefore an Escape Fee Case payable at Hourly Rates.</p>	<p>(d) paid or payable, to determine the 'reduced total' (Total B);</p> <p>identify the Standard Fees claimable for the Matter (note only one Standard Fee is payable at each Stage). Add these Standard Fees together and multiply that total by 3 to determine the 'Escape Threshold' (Total C); and</p> <p>(e) if Total B exceeds Total C then the Matter has escaped the Standard Fee Scheme and is therefore an Escape Fee Case payable at Hourly Rates.</p>

<p>Previously 8.81</p>	<p>Immigration and Asylum Controlled Work contained in the following list is remunerated through Hourly Rates:</p> <ul style="list-style-type: none"> (a) Asylum Matters opened under this Contract which relate to an Asylum application (including 'NAM' or 'Legacy'), made to the UKBA prior to the 1 October 2007; (b) a fresh claim/further application for Asylum opened under this Contract where the original Asylum application was lodged, whether concluded or not, prior to 1 October 2007; (c) advice in relation to the merits of lodging an application for permission to appeal to the Upper Tribunal (where advice has not been received under Stage 2 of the Standard Fee); (d) Bail applications; (e) advice and applying for a determination that a Client qualifies for civil legal services provided as Licensed Work, including complying with any pre-action protocol; (f) initial advice in relation to an Asylum application prior to claiming Asylum at the Asylum Screening Unit where you then cease to be 	<p>Now clause 8.84</p> <p>Immigration and Asylum Controlled Work contained in the following list is remunerated through Hourly Rates:</p> <ul style="list-style-type: none"> (a) Asylum Matters opened under this Contract which relate to an Asylum application (including 'NAM' or 'Legacy'), made to the UKBA prior to the 1 October 2007; (b) a fresh claim/further application for Asylum opened under this Contract where the original Asylum application was lodged, whether concluded or not, prior to 1 October 2007; (c) advice in relation to the merits of lodging an application for permission to appeal to the Upper Tribunal (where advice has not been received under Stage 2 of the Standard Fee); (d) Bail applications;
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instructed. This will also apply where the Client returns after attendance at the Asylum Screening Unit but where it is confirmed that the Client will be dispersed and will not continue to instruct you;

- (g) Escape Fee Cases under the Standard Fee;
- (h) advice in relation to a Client who is an UASC;
- (i) cases remitted, reviewed or referred from the Court of Appeal or the Upper Tribunal to the First Tier Tribunal;
- (j) where you hold a Schedule authorisation any Matters opened under the Detained Duty Advice Scheme or for a Detained Fast Track or a DAC Scheme Client;
- (k) advice in relation to Terrorism Prevention and Investigation Measures Orders;
- (l) applying for a determination that an individual qualifies for civil legal services provided as Licensed Work in relation to Terrorism Prevention and Investigation Measures Orders;
- (m) applying for a determination that an individual qualifies for civil legal services provided as Licensed Work in relation to the Special Immigration Appeals Commission; and
- (n) immigration advice in relation to a Client who is a Separated Child,

(e)

(f)

advice and applying for a determination that a Client qualifies for civil legal services provided as Licensed Work, including complying with any pre-action protocol;

(g)

initial advice in relation to an Asylum application prior to claiming Asylum at the Asylum Screening Unit where you then cease to be instructed. This will also apply where the Client returns after attendance at the Asylum Screening Unit but where it is confirmed that the Client will be dispersed and will not continue to instruct you;

(h)

(i)

Escape Fee Cases under the Standard Fee;

(j)

advice in relation to a Client who is an UASC;

(k)

cases remitted, reviewed or referred from the Court of Appeal or the Upper Tribunal to the First Tier Tribunal;

(l)

where you hold a Schedule authorisation any Matters opened under the Detained Duty Advice Scheme or for a Detained Fast Track or a DAC Scheme Client;

(m)

advice in relation to Terrorism Prevention and Investigation Measures Orders;

applying for a determination that an individual qualifies for civil legal services provided as Licensed Work in relation to Terrorism Prevention and Investigation Measures Orders;

applying for a determination that an individual qualifies for civil legal services provided as Licensed Work in relation to the Special Immigration Appeals Commission; ~~and~~

		<p>(n) immigration advice in relation to a Client who is a Separated Child; and</p> <p>(o) CLR (excluding Online Procedure Advocacy Services) where the matter has progressed using:</p> <ul style="list-style-type: none"> (i) the Pre Online Procedure where you have chosen to claim Online Procedure Hourly Rates rather than the Stage 2(c) Standard Fee; or (ii) the Post Online Procedure Hourly Rates.
<p>8.87</p>	<p>New clause</p>	<p>8.87</p> <p>nal payments for Online Procedure Advocacy Services</p> <p>Where applicable, Standard Fees for advocacy services set out in the Remuneration Regulations are payable at the end of CLR as set out in Paragraph 8.84 (o), for each relevant attendance. When claiming for advocacy work the following rules apply:</p> <ul style="list-style-type: none"> (a) advocacy fees are payable whether the relevant advocacy services are carried out by you or Counsel and whether remotely or in person; (b) only one advocacy fee for a substantive hearing in the First Tier Tribunal may be claimed per Matter; if such a hearing goes into a second day, either part heard or re-listed, an additional day's substantive hearing fee may be claimed for the second and each subsequent day; and (c.) advocacy fees are inclusive of time for travel and waiting.

<p>Previously 8.90</p>	<p>Unless we notify you otherwise in writing, the following CLR Cost Limits are the maximum amount of costs (including disbursements) that we will pay for at the CLR stage of a Matter (excluding VAT) other than for Contract Work undertaken in connection with an appeal to the First Tier Tribunal:</p>	<p>Now clause 8.94</p> <p>Unless we notify you otherwise in writing, the following CLR Cost Limits are the maximum amount of costs (including disbursements) that we will pay for at the</p>
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	<p>(a) £500 in relation to Bail only Matters;</p> <p>(b) £1200 in Immigration Matters; and</p> <p>(c) £1600 in Asylum Matters.</p>	<p>CLR stage of a Matter (VAT) other than for Contract Work undertaken in connection with an appeal to the First Tier Tribunal:</p> <p>(a) £500 in relation to Bail only Matters;</p> <p>(b) £1200 in Immigration Matters; and</p> <p>(c) £1600 in Asylum Matters.</p> <p>(d) In relation to work done under Paragraph 8.84(o) the Cost Limits will not include Online Procedure Advocacy Services.</p>
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<p>Previously 8.98</p>	<p>When claiming on the basis of Hourly Rates, you must submit a Controlled Work Claim within six months of the end of each of the following stages of the case citing the correct UKVI/Home Office unique Client number:</p> <p>(a) Legal Help:</p> <p>(i) the date that a determination is made that an individual qualifies or does not qualify for CLR;</p> <p>(ii) following the submission of a fresh claim/further application for asylum; or</p> <p>(iii) when you have completed the work under Legal Help, if earlier.</p> <p>(You should ensure that any advice/assistance in relation to an appeal to an Independent Funding Adjudicator against a determination that the Client does not qualify for CLR is provided as part of this Claim.)</p> <p>(b) CLR:</p>	<p>Now clause 8.102</p> <p>When claiming on the basis of Hourly Rates, you must submit a Controlled Work Claim within six months of the end of each of the following stages of the case citing the correct UKVI/Home Office unique Client number:</p> <p>(a) Legal Help:</p> <p>(i) the date that a determination is made that an individual qualifies or does not qualify for CLR;</p> <p>(ii) following the submission of a fresh claim/further application for asylum; or</p> <p>(iii) when you have completed the work under Legal Help, if earlier; or</p> <p>(iv) where an asylum claim has been lodged, you may submit a Claim after the client has been interviewed (where required) and all submissions have been made to the Home Office. If additional work is subsequently required, you may need to submit a claim amendment.</p> <p>(You should ensure that any advice/assistance in relation to an appeal to an Independent Funding Adjudicator against a determination that the Client does not qualify for CLR is provided as part of this Claim).</p>
	<p>(i) the date that you apply for the permission to appeal to the Upper Tribunal; or</p> <p>(ii) when you have completed the work under CLR, if earlier.</p>	<p>(b) CLR:</p> <p>(i) the date that you apply for the permission to appeal to the Upper Tribunal;</p> <p>(ii) in matters in which the appeal before the Upper Tribunal is funded under Controlled Work, a decision has been received confirming that the appeal is to be remitted to the First Tier Tribunal; or</p> <p>(iii) when you have completed the work under CLR, if earlier.</p>

Changes made on 21 September 2020

The tables below set out amendments that have been made to accommodate the stay on possession hearings in court coming to an end on the 21st September 2020.

Annex A HPCDS 2013 Standard Civil Contract Specification Category Specific Rules		
Paragraph Number	Current Provision	Amendment
10.22	The rate referred to in the Remuneration Regulations is payable per Client and covers all work for a Client in relation to a single listed hearing. If you advise or represent the Client at more than one hearing then fees are claimable for each hearing. You do not	The rate referred to in the Remuneration Regulations is payable per Client and covers all work for a Client in relation to a single listed hearing. If you advise or represent the Client at more than one hearing then fees are claimable for each hearing. You do not need to have represented the client
	need to have represented the client at both the review and the substantive hearings in order to be paid. If you only represent the client at the review hearing then you will be paid for that hearing. If you represent the client at the review hearing and the substantive hearing you will be paid for each hearing. There are no additional payments for travel or waiting. No additional payments will be made other than for disbursements incurred in representing a Client at a remote hearing.	at both the review and the substantive hearings in order to be paid. If you only represent the client at the review hearing then you will be paid for that hearing. If you represent the client at the review hearing and the substantive hearing you will be paid for each hearing. There are no additional payments for travel or waiting. No additional payments will be made other than for disbursements incurred in representing a Client at a remote hearing

Changes made on 13 August 2020

The tables below set out amendments that have been made to accommodate the stay on possession hearings in court coming to an end on the 23rd August

10.47	Although the Service is available to any person (regardless of means) whose home is at immediate risk because of possession proceedings, we need to know how many Clients would be financially eligible for the Scheme if there were a means test. Therefore, you must ensure that, for each Client, our means assessment questionnaire is completed.	Although The Service is available to any person (regardless of means) whose home is at immediate risk because of possession proceedings. No form of means assessment reporting is therefore required. , we need to know how many Clients would be financially eligible for the Scheme if there were a means test. Therefore, you must ensure that, for each Client, our means assessment questionnaire is completed.
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2020.

Annex A HPCDS 2013 Standard Civil Contract Specification Category Specific Rules		
Paragraph Number	Current Provision	Amendment
10.16	You may participate in the Housing Possession Court Duty Scheme only if you are authorised to do so under Exclusive Schedule Arrangements. Unless otherwise stated, in Paragraphs 10.16 to 10.55:	You may participate in the Housing Possession Court Duty Scheme only if you are authorised to do so under Exclusive Schedule Arrangements. Unless otherwise stated, in Paragraphs 10.16 to 10.55:

	<p>(a) references to a Schedule refer to your Exclusive Schedule Arrangements for the Housing Possession Court Duty Scheme;</p> <p>(b) “the Scheme” means the Housing Possession Court Duty Scheme operating under this Contract; and</p> <p>(c) “the Service” means services you provide as part of the Scheme, as more specifically described at Paragraphs 10.18 and 10.38 to 10.39.</p>	<p>(a) references to a Schedule refer to your Exclusive Schedule Arrangements for the Housing Possession Court Duty Scheme;</p> <p>(b) “the Scheme” means the Housing Possession Court Duty Scheme operating under this Contract and includes advice and representation at both review hearings and substantive hearings; and</p> <p>(c) “the Service” means services you provide as part of the Scheme, as more specifically described at Paragraphs 10.18 and 10.38 to 10.39; and</p> <p>(d) “Court hearing” means a hearing held at court or some other off-site location. “Remote hearing” means a hearing held by telephone or video conference.</p>
<p>10.18 (the Service)</p>	<p>The Housing Possession Court Duty Scheme is Controlled Work. The payment provisions for all work under the Scheme are specified in the Remuneration Regulations.</p>	<p>The Service involves the provision at a court of Legal Help and Help at Court (in person at court or some other off-site location or remotely) to Clients with a listed possession hearing (which will be either a review hearing or a substantive hearing) as described at Paragraphs 10.36 to 10.39 below. Subject to the terms of your Schedule, work covered by the Scheme may only be claimed for under this Contract.</p>
<p>10.20 (Payment)</p>	<p>Payment will be monthly in arrears for work done. Payments will be made separately from your Standard Monthly Payments for other Controlled Work. Periodically we will reconcile your Claims and payments. If, in any Housing Possession Court Duty Scheme session, you have performed no work for Clients we will pay you on the basis that you have seen one Client during the session and you are entitled to payment on that basis.</p>	<p>Payment will be monthly in arrears for work done. Payments will be made separately from your Standard Monthly Payments for other Controlled Work. Periodically we will reconcile your Claims and payments. If, in any Housing Possession Court Duty Scheme session where you are available to advise the client (in person at court or some other off-site location or remotely) but; you have performed no work for Clients we will pay you on the basis that you have seen advised one Client during the session and you are entitled to payment on that basis.</p>

<p>10.21 (Payment)</p>	<p>For the purpose of the Scheme, “session” means either a morning or afternoon period when the court is in session. Consequently, a court can list a maximum of two sessions per day. However, there must be a clear break between sessions listed on the same day for two payments to be claimed. Where the court lists a full day session, you will only be entitled to Claim one payment for this full day session.</p>	<p>For the purpose of the Scheme, “session” means either a morning or afternoon a period when the court is in session. Consequently, aThe court will determine the number of sessions per day and can list a maximum of two sessions per day. However, as long as there must be is a clear break between sessions listed on the same day for two payments can to be claimed for each session. Where the court lists a full day session, you will only be entitled to Claim one payment for this full day session.</p>
<p>10.22 (Payment)</p>	<p>The rate referred to in the Remuneration Regulations is payable per Client and covers all work for a Client under the Scheme so that no</p>	<p>The rate referred to in the Remuneration Regulations is payable per Client and covers all work for a Client under the Scheme so in relation to a single listed</p>

	additional payments will be made. There are no additional payments for travel or waiting.	hearing. If you advise or represent the Client at more than one hearing then fees are claimable for each listed hearing. You do not need to have represented the client at both the review and the substantive hearings in order to be paid. for both hearings i.e. If you only represent the client at the review hearing then you will be only paid for that hearing. If you represent the client at the review hearing and the substantive hearing you will be paid for each hearing. That no additional payments will be made. There are no additional payments for travel or waiting. No additional payments will be made other than for disbursements incurred in advising or representing a Client at a remote hearing.
10.24 (Matter Start Rules)	If you provide the Service at court and, within six months of doing so, subsequently open a new Housing or Debt Matter Start under your 2018 Standard Civil Contract in relation to the same case then you cannot claim any payment for providing the Service at court. The costs of providing the Service will be included in the Housing or Debt Matter Start Fixed Fee provided for in the Remuneration Regulations and paid in accordance with your 2018 Standard Civil Contract.	If you provide the Service at the session and, within three six months of doing so, subsequently open a new Housing or Debt Matter Start under your 2018 Standard Civil Contract in relation to the same case then you cannot claim any payment for providing the Service at the session court . The costs of providing the Service will be included in the Housing or Debt Matter Start Fixed Fee provided for in the Remuneration Regulations and paid in accordance with your 2018 Standard Civil Contract. Work undertaken in advising and representing the client through the HPCDS can be included in the hours that contribute towards the escape fee if a separate Legal Help matter is subsequently opened.
10.25 (Matter Start Rules)	The rule at Paragraph 10.24 does not apply if you subsequently open a non-Housing/non-Debt Matter Start under your 2018 Standard Civil Contract (where you have authorisations in Categories other than Housing and Debt under that contract) after providing the Service at court. The Matter Start rules set out in Section 3 of the General Rules of the Specification to your 2018 Standard Civil Contract will apply in these circumstances.	The rule at Paragraph 10.24 does not apply if you subsequently open a nonHousing/non-Debt Matter Start under your 2018 Standard Civil Contract (where you have authorisations in Categories other than Housing and Debt under that contract) after providing the Service at court . The Matter Start rules set out in Section 3 of the General Rules of the Specification to your 2018 Standard Civil Contract will apply in these circumstances.

<p>10.27 (Volumes of Work)</p>	<p>We will allocate a volume of acts of assistance to each Scheme for the year (or such other period as is specified in your Schedule). Schemes will be able to provide 10% more acts of assistance than their allocated volume without prior authorisation from us. If</p>	<p>We will allocate a volume of acts of assistance to each Scheme for the year (or such other period as is specified in your Schedule). Schemes will be able to provide 10% more acts of assistance than their allocated volume without prior authorisation from us. If Schemes wish to provide acts of assistance</p>
	<p>Schemes wish to provide acts of assistance above this level then our prior written approval is required. Provision of the Service does not allow or require you to use up Housing Matter Starts issued to you under your 2018 Standard Civil Contract for services not covered by the Scheme.</p>	<p>above this level then our prior written approval is required. Provision of the Service does not allow or require you to use up Housing Matter Starts issued to you under your 2018 Standard Civil Contract for services not covered by the Scheme.</p>
<p>10.32 (Management)</p>	<p>You must ensure that you have appropriate adviser(s) present on each day at the court when the Service is required.</p>	<p>You must ensure that you have appropriate adviser(s) available for each on the day session held by the court. present on each day at the court when the Service is required.</p>
<p>10.36 (Who Can Use The Scheme?)</p>	<p>The Scheme is available to any person (regardless of means) whose home is at immediate risk because of possession proceedings. You must provide the Service to any such person (the Client) who requires it during one of the specified court sessions. The Client does not pay anything for the Service. If a Client has received the Service and wishes to use it again you may provide it to them if they are in genuine need of it and it is appropriate to do so.</p>	<p>The Scheme is available to any person (regardless of means) whose home is at immediate risk because of possession proceedings being listed for either a review hearing or a substantive hearing. You must provide the Service to any such person (the Client) who requires it during one of the specified court sessions, which could be held in person at court or some other off-site location or remotely. The fact that you assisted a client in relation to a review hearing does not automatically mean that you will assist them at the substantive hearing. The Client does not pay anything for the Service. If a Client has received the Service and wishes to use it again you may provide it to them if they are in genuine need of it and it is appropriate to do so.</p>

10.37 (Who Can Use The Scheme?)	<p>You must provide the Service to all Clients who request to see an adviser under the Scheme.</p>	<p>You must provide the Service to all Clients who request advice to see a provider under the Scheme.</p>
10.38 (Scope of the Scheme)	<p>The Scheme covers the following types of proceedings at the court set out in your Schedule.</p> <ul style="list-style-type: none"> (a) private rented possession proceedings; (b) public/registered social landlord rented possession proceedings; (c) mortgage possession proceedings; 	<p>The Scheme covers the following types of proceedings held by a held by the court set out in your Schedule.</p> <ul style="list-style-type: none"> (a) private rented possession proceedings; (b) public/registered social landlord rented possession proceedings; (c) mortgage possession proceedings; (d) applications to stay/suspend execution of warrants of possession; and (e) Clients with charging orders relating to property whereby the Client is at immediate risk of losing their home through a forced sale.
	<ul style="list-style-type: none"> (d) applications to stay/suspend execution of warrants of possession; and (e) Clients with charging orders relating to property whereby the Client is at immediate risk of losing their home through a forced sale. 	

<p>10.39 (Scope of the Scheme)</p>	<p>For Clients within the scope of the Scheme (see Paragraphs 10.36 to 10.37) you must provide the following services:</p> <ul style="list-style-type: none"> (a) face-to-face advice to the Client on the day, prior to the hearing; (b) advocacy for the relevant proceedings on the day of the hearing; (c) face-to-face advice to the Client on the day, post the hearing, explaining the outcome and the options available to the Client; (d) on the day of the hearing, assisting Clients to liaise with third parties; (e) referrals to other Providers to take on follow up work where you are unable to take on this work under your Contract or to other organisations where the Client may not be eligible for Legal Aid; (f) send a letter to each Client setting out your advice. 	<p>For Clients within the scope of the Scheme (see Paragraphs 10.36 to 10.37) you must provide the following services:</p> <ul style="list-style-type: none"> (a) face-to-face advice (whether in person or remotely) to the Client on the day, prior of the listed hearing; (b) advocacy for the relevant proceedings on the day of the listed hearing (whether in person or remotely); (c) face-to-face advice (whether in person or remotely) to the Client on the day post the listed hearing, explaining the outcome and the options available to the Client; (d) on the day of the listed hearing, assisting Clients to liaise with third parties; (e) referrals to other Providers to take on follow up work where you are unable to take on this work under your Contract or to other organisations where the Client may not be eligible for Legal Aid; (f) send a letter to each Client setting out your advice.
<p>10.41 (Clients requesting advice outside the terms of the Scheme)</p>	<p>Further to Paragraph 10.40, when considering whether it is appropriate in the circumstances, you should take account of the Client's location and whether it is feasible to deliver face-to-face advice from your Office or whether it is more appropriate to refer the Client to a Provider located nearer the Client.</p>	<p>Further to Paragraph 10.40, when considering whether it is appropriate in the circumstances, you should take account of the Client's location and whether it is feasible to deliver face-to-face advice from your Office or advise the Client or whether it is more appropriate to refer the Client to a Provider located nearer the Client.</p>

10.49 (Flexibility)	Your obligation is to provide the Scheme at the court listed in your Schedule. You must provide the Service at all sessions the court runs and therefore you must have the flexibility to cater for the fluctuations in demand for the Service.	Your obligation is to provide the Scheme at the court listed in your Schedule. You must provide the Service at all sessions the court runs and therefore you must have the flexibility to cater for the fluctuations in demand for the Service and deliver the Service using the required method for the court and the Client (i.e. in person or remotely).
10.50 (Flexibility)	If you are unable to provide the Service at a court session you must inform your Contract Manager immediately.	If you are unable to provide the Service at a court session you must inform your Contract Manager immediately.

Annex B HPCDS 2013 Standard Civil Contract Specification Category Specific Rules

Paragraph Number	Current Provision	Amendment
Table 4 Delegation of the Service	<p>You are authorised to delegate provision of the service to Agents for the purposes of delivering the scheme in the court(s) listed in Table 2. You must ensure that Advisors who act as your agents are appropriate advisors as defined in 10.33 of the Standard Civil Contract specification i.e. they undertake 12 hours a week specialist housing advice.</p> <p>In using Agents you must follow the rules set out in 2.5 and 2.6 of the Civil Specification. As the delegation, will, of necessity be of the entire Matter because the Scheme covers one off advice at Court the conditions in 2.6 a) to f) must be satisfied. However, for work delivered under this schedule only, we will dis-apply clause 2.6 b) (“the Agent works solely or mainly for you.”).</p>	<p>You are authorised to delegate provision of the service to Agents for the purposes of delivering the scheme in the court(s) listed in Table 2. You must ensure that Advisors who act as your agents are appropriate advisors as defined in 10.33 of the Standard Civil Contract specification i.e. they undertake 12 hours a week specialist housing advice.</p> <p>In using Agents you must follow the rules set out in 2.5 and 2.6 of the Civil Specification. As the delegation, will, of necessity be of the entire Matter because the Scheme covers one off advice at a session court the conditions in 2.6 a) to f) must be satisfied. However, for work delivered under this schedule only, we will dis-apply clause 2.6 b) (“the Agent works solely or mainly for you.”).</p>

<p>Table 5 Delegation of the Service</p>	<p>This Contract Schedule is dependent on your organisation continuing to hold a Legal Aid Agency Contract with authorisation to undertake mainstream Housing and Debt Services. This Contract Schedule is conditional on your organisation delivering at all sessions listed for the Scheme(s) included in this Schedule on and after 01 October 2018. Your organisation must cover all sessions that the court lists and provide Housing Possession Court Duty Scheme Services to any</p>	<p>This Contract Schedule is dependent on your organisation continuing to hold a Legal Aid Agency Contract with authorisation to undertake mainstream Housing and Debt Services. This Contract Schedule is conditional on your organisation delivering at all sessions listed for the Scheme(s) included in this Schedule on and after 01 October 2018.</p>
	<p>Client at court with a Housing problem that requests to see an adviser. Your organisation must deliver the Housing Possession Court Duty Scheme service in accordance with the Service awarded and as committed to in any selection criteria responses given by your organisation at the time of tendering.</p> <p>Signed for and on behalf of the Lord Chancellor (electronically or by hand) by: Name of signatory: ... Shaun McNally..... [Print Name] Status of signatory: ... Chief Executive..... [Print Status] <i>This schedule is valid only if it is signed by a person authorised by the Lord Chancellor.</i></p>	<p>Your organisation must cover all sessions that the court lists and provide Housing Possession Court Duty Scheme Services to any Client at court with a listed possession hearing Housing problem that requests it requests to see an adviser.</p> <p>Your organisation must deliver the Housing Possession Court Duty Scheme service in accordance with the Service awarded and as committed to in any selection criteria responses given by your organisation at the time of tendering.</p> <p>Signed for and on behalf of the Lord Chancellor (electronically or by hand) by: Name of signatory: ... Shaun McNally [Print Name] Status of signatory: ... Chief Executive..... [Print Status]</p> <p><i>This schedule is valid only if it is signed by a person authorised by the Lord Chancellor.</i></p>

Changes made on 7 August 2020

These tables set out amendments that have been made to disbursements for Controlled Work.

<p>2018 Standard Civil Contract Specification: Category Specific Rules: Immigration and Asylum</p>		
<p>Paragraph Number</p>	<p>Current Provision</p>	<p>Amendment</p>

8.100	You may submit a Claim to us in respect of unpaid Controlled Work disbursements (not including Counsel’s fees). You may only apply under Paragraph 8.95 if at least 6 months have elapsed since the start of the Matter and, if you have become entitled to make a Controlled Work Claim (as defined at Paragraphs 8.59 and 8.93 for Standard Fee and Hourly Rates Matters respectively) or have previously applied for payment	You may submit a Claim to us in respect of unpaid Controlled Work disbursements (not including Counsel’s fees). You may only apply under Paragraph 8.95 if at least 6 3 months have elapsed since the start of the Matter and, if you have become entitled to make a Controlled Work Claim (as defined at Paragraphs 8.59 and 8.93 for Standard Fee and Hourly Rates Matters respectively) or have previously applied for
	under this Paragraph 8.95, at least 6 months have elapsed since that entitlement arose or the application was made.	payment under this Paragraph 8.95, at least 6 months have elapsed since that entitlement arose or the application was made.

2018 Standard Civil Contract Specification: Category Specific Rules: Mental Health

Paragraph Number	Current Provision	Amendment
9.68	Disbursements, such as travel expenses, are not covered by the Mental Health Fees and are paid in accordance with the relevant provision in Section 4 of this Specification. In addition you may submit a claim to us for an interim payment in respect of unpaid Controlled Work disbursements (not including Counsel’s fees). You may only apply under this Paragraph if at least six months have elapsed since the start of the Matter and, if you have previously applied for payment under this Paragraph, at least six months have elapsed since that application was made.	Disbursements, such as travel expenses, are not covered by the Mental Health Fees and are paid in accordance with the relevant provision in Section 4 of this Specification. In addition you may submit a claim to us for an interim payment in respect of unpaid Controlled Work disbursements (not including Counsel’s fees). You may only apply under this Paragraph if at least six three months have elapsed since the start of the Matter and, if you have previously applied for payment under this Paragraph, at least six months have elapsed since that application was made.

Changes made on 4 August 2020

These tables set out further amendments that have been made to the Payments on Accounts application process. Please note that at present these amendments will only be in effect from 4 August 2020 until 31 January 2021.

2018 Standard Civil Contract Specification (General Provisions 1-6). N.B. this change also applies to the 2018 Standard Civil Contract (Education and Discrimination) Specification (General Provisions 1-6)

Paragraph Number	Current Provision	Amendment
6.21	On any Licensed Work case, subject to Paragraph 6.23 and the Category Specific Rules, you may apply to us for a Payment on Account of your profit costs incurred under the Certificate provided that:	On any Licensed Work case, subject to Paragraph 6.23 and the Category Specific Rules, you may apply to us for a Payment on Account of your profit costs incurred under the Certificate provided that:
	<p>(e) an application for a first Payment on Account may not be made earlier than 3 months after the issue of the Certificate;</p> <p>(b) you may make no more than four applications within any 12 month period;</p> <p>(c) cumulative Payments on Account for profit costs under a Certificate must not exceed 75% of the amount of your incurred profit costs, calculated at the date of each application for the Payment on Account; and</p>	<p>(a) an application for a first Payment on Account may not be made earlier than 3 months after the issue of the Certificate;</p> <p>(b) you may make no more than four applications within any 12 month period;</p> <p>(c) subject to the provisions of paragraph 6.21(d), cumulative Payments on Account for profit costs under a Certificate must not exceed 75% of the amount of your incurred profit costs, calculated at the date of each application for the Payment on Account; and</p> <p>(d) where applications for Payments on Account for profit costs are made during the period 4 August 2020 to 31 January 2021 only, cumulative Payments on Account for profit costs may exceed 75% but must not exceed 80% of your incurred profit costs at the date of the application.</p>

2018 Standard Civil Contract Specification- Category Specific Rules: Family

	Current Provision	Amendment
Paragraph Number	(b) where an application relates to work within the scope of a Standard Fee the application may not be for more than 75% of the Standard Fee unless, at the time the application for Payment on Account is made, you have already incurred sufficient costs to escape that fee (if permitted under the relevant scheme);	o) of a Standard Fee the application may not be for more than 75% of the Standard Fee unless, at the time the application for Payment on Account is made, you have already incurred sufficient costs to escape that fee (if permitted under the relevant scheme);
7.25	<p>Payments on Account may be claimed for Family Contract Work in accordance with Paragraphs 6.19 to 6.30, subject to the following rules:</p> <p>(a) applications for Payments on Account may not exceed 75% of the “escape” mechanism for payments under the Family Advocacy Scheme any Payment on Account to you for work within that Scheme may not exceed 75% of the relevant Standard Fees and Bolton Fees due – see Paragraph 7.28 for the position of Counsel;</p>	<p>Payments on Account may be claimed for Family Contract Work in accordance with Paragraphs 6.19 to 6.30, subject to the following rules:</p> <p>(ba) in relation to applications for Payment on Account of profit costs during the period 4 August 2020 to 31 January 2021 only subject to the provisions of paragraphs 7.25(ba) and 7.25(ca), the maximum applicable percentage of cumulative Payments on Account in paragraphs 7.25(e) and (h) is 80% rather than 75%;</p> <p>m) subject to the provisions of paragraphs 7.25(a), 7.25(ba) and 7.25(ca), applications for Payments on Account may not exceed 75% of the costs incurred by you calculated on an Hourly Rates basis;</p> <p>n) subject to the provisions of paragraphs 7.25(a), 7.25(ba) and 7.25(ca), where an application relates to work within the scope of a Standard Fee the application may not be for more than 75% of the Standard Fee unless, at the time the application for Payment on Account is made, you have already incurred sufficient costs to escape that fee (if permitted under the relevant scheme);</p>
	(d) of disbursements may continue to be claimed at 100%.	<p>Scheme may not exceed 75% of the relevant Standard Fees and Bolt-on Fees due – see Paragraph 7.28 for the position of Counsel;</p> <p>(ca) during the period 4 August 2020 to 31 January 2021 only, applications for Payment on Account in relation to work set out at paragraph 7.25(c) may not exceed 100% of the relevant fee; and</p>

for the avoidance of the doubt Payments on Account of
 p) disbursements may continue to be claimed at 100%.

Changes made on 15 July 2020

This table sets out amendments made to the Category Specific Rules: Mental Health to the Standard Civil Contract 2018 to enable the Adjournd Hearing Fee to be paid in circumstances where a Mental Health Tribunal that has been listed for a remote hearing is adjourned, postponed or cancelled on the day of the hearing.

2018 Standard Civil Contract Specification: Category Specific Rules- Mental Health

Paragraph Number	Current Provision	Amendment
9.1	New Definition Inserted	<p>The following definition has been added to the list of defined terms at Paragraph 9.1 of the Mental Health Category Specific Rules:</p> <p><i>“Remote Hearing” means a MHT hearing intended to dispose of a case that is conducted via live audio or video link</i></p>

<p>9.84</p>	<p>The following amendments have been made to Paragraph 9.84 of the Mental Health Category Specific Rules:</p> <p><i>(a) This fee level primarily covers the act of representing the Client at the MHT and any aftercare services. Work includes Counsel’s fees for that representation.</i></p> <p><i>(b)Where the MHT is adjourned or is postponed, the fee will cover all the sittings of the MHT until a decision (disposal) is reached, except as set out below at Paragraph 9.85.</i></p> <p><i>(c) If no effective MHT hearing takes place, for example because the Client is discharged before the hearing, then you will not be entitled to claim a Level 3 (Mental Health Proceedings) Fee unless you are entitled to claim a Level 3 (Mental Health Proceedings) Fee in substitution for an Adjourned Hearing Fee under Paragraph 9.85 below.</i></p> <p><i>(d) If, however, an effective hearing takes place but the decision is set aside and a new hearing is fixed to re-decide the case (pursuant to section 9(5)(a) of the 2007 Act or otherwise) you may treat the new hearing as a fresh Matter and may claim a new Level 3 (Mental Health Proceedings) Fee (and any associated Level 1 or 2 (Mental Health Proceedings) Fee subject to meeting all other conditions of this Specification).</i></p>	<p>The following amendments have been made to Paragraph 9.84 of the Mental Health Category Specific Rules:</p> <p>Category Specific Rules:</p> <p><i>(a) This fee level primarily covers the act of representing the Client at the MHT and any aftercare services. Work includes Counsel’s fees for that representation.</i></p> <p><i>(b)Where the MHT is adjourned or is postponed, the fee will cover all the sittings of the MHT until a decision (disposal) is reached, except as set out below at Paragraphs 9.85 and 9.85A.</i></p> <p><i>(c) If no effective MHT hearing takes place, for example because the Client is discharged before the hearing, then you will not be entitled to claim a Level 3 (Mental Health Proceedings) Fee unless you are entitled to claim a Level 3 (Mental Health Proceedings) Fee in substitution for an Adjourned Hearing Fee under Paragraph 9.85 or 9.85A below.</i></p> <p><i>(d) If, however, an effective hearing takes place but the decision is set aside and a new hearing is fixed to re-decide the case (pursuant to section 9(5)(a) of the 2007 Act or otherwise) you may treat the new hearing as a fresh Matter and may claim a new Level 3 (Mental Health Proceedings) Fee (and any associated Level 1 or 2 (Mental Health Proceedings) Fee subject to meeting all other conditions of this Specification).</i></p>
<p>9.85A</p>	<p>New Paragraph Inserted</p>	<p>The following new Paragraph 9.85A has been added to the Mental Health Category Specific Rules after the existing Paragraph 9.85:</p>

		<p><i>When a MHT hearing that has been listed as a Remote Hearing is adjourned or postponed to another day, or is otherwise cancelled, on the day of the hearing:</i></p> <p><i>(a) at the request of the MHT or Responsible Clinician; or</i></p> <p><i>(b) in circumstances where you make a request to adjourn, postpone or cancel the MHT hearing, and where you could not have otherwise reasonably avoided making such a request,</i></p> <p><i>and in either case you have incurred:</i></p> <ol style="list-style-type: none"> <i>1. some travel costs by travelling to, and arriving at, the client's location to take part in the MHT hearing in their presence; and/or</i> <i>2. some advocacy costs in putting the client's case forward to the MHT before the MHT hearing was adjourned, postponed or cancelled; and/or</i> <i>3. some attendance costs for attending a Remote Hearing, provided that a minimum of fifteen minutes elapsed between the hearing having started (or having been scheduled to start) and the hearing having been adjourned, postponed or cancelled (as applicable), without you providing any advocacy;</i> <p><i>then provided that you have taken reasonable steps to prevent any of the costs set out in sub-paragraphs 1, 2 and/or 3 above being incurred, for example, by seeking an adjournment at the earliest possible opportunity before the MHT hearing has started where it is clear that one will need to be requested, then you may claim an Adjourned Hearing Fee.</i></p>
<p>9.85B</p>	<p>New Paragraph Inserted</p>	<p>The following new Paragraph 9.85B has been added to the Mental Health Category Specific Rules after the above new Paragraph 9.85A:</p> <p><i>For the avoidance of doubt, Paragraph 9.85A applies to any claim for an Adjourned Hearing Fee in respect of a Remote Hearing which has been adjourned, postponed or cancelled since the issue of the "Pilot Practice Direction: Contingency Arrangements in the First-Tier Tribunal and the Upper Tribunal" by Sir Ernest Ryder, Senior President of Tribunals on 19 March 2020, including any procedures for assessing remuneration or subsequent appeals, and regardless of the date the claim was submitted</i></p>

		<i>to the Legal Aid Agency. The reasons behind the adjournment, postponement or cancellation of the Remote Hearing should be documented on file along with a justification, and any relevant evidence, that the circumstances warrant the Adjourned Hearing Fee to be claimed.</i>
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Changes made on 10 July 2020

These tables set out amendments that have been made to account for changes to the Payments on Accounts application process.

2018 Standard Civil Contract Specification (General Provisions 1-6). N.B. <i>this change also apply to the Housing Possession Court Duty Scheme Contract and the 2018 Standard Civil Contract (Education and Discrimination) Specification (General Provisions 1-6)</i>		
Paragraph Number	Current Provision	Amendment
6.21 (Payment on Accounts)	<p>On any Licensed Work case, subject to Paragraph 6.23 and the Category Specific Rules, you may apply to us for a Payment on Account of your profit costs incurred under the Certificate provided that:</p> <p>(f) an application for a first Payment on Account may not be made earlier than 3 months after the issue of the Certificate;</p> <p>(g) you may make no more than two applications within any 12 month period; and</p> <p>(h) cumulative Payments on Account for profit costs under a Certificate must not exceed 75% of the amount of your incurred profit costs, calculated at the date of each application for the Payment on Account.</p>	<p>On any Licensed Work case, subject to Paragraph 6.23 and the Category Specific Rules, you may apply to us for a Payment on Account of your profit costs incurred under the Certificate provided that:</p> <p>(a) an application for a first Payment on Account may not be made earlier than 3 months after the issue of the Certificate;</p> <p>(b) you may make no more than two four applications within any 12 month period; and</p> <p>(c) cumulative Payments on Account for profit costs under a Certificate must not exceed 75% of the amount of your incurred profit costs, calculated at the date of each application for the Payment on Account.</p>

This table sets out amendments that have been made to the 2018 Standard Civil Contract Specification: Category Specific Rules Immigration and Asylum.

2018 Standard Civil Contract Specification: Category Specific Rules: Immigration and Asylum		
Paragraph Number	Current Provision	Amendment
8.1 (Definitions)	New Definition Inserted	<i>“Appeal Skeleton Argument”</i> means the skeleton argument that the appellant is directed to produce as a part of ‘Online procedure’ for appeals to the First Tier Tribunal of the Immigration and Asylum Chamber up of appeals;
	<p><i>“IRC Procurement Area”</i> means either:</p> <ul style="list-style-type: none"> Brook House IRC; Campsfield IRC; Colnbrook IRC; Harmondsworth IRC; Tinsley House IRC; Yarl's Wood IRC; or Morton Hall IRC; or 	<p>Amended Definition</p> <p><i>“IRC Procurement Area”</i> means either:</p> <ul style="list-style-type: none"> Brook House IRC; Campsfield IRC; Colnbrook IRC; Harmondsworth IRC; Tinsley House IRC; Yarl's Wood IRC; or Morton Hall IRC; or

New Definition Inserted

“Online Procedure” means Her Majesty’s Court and Tribunal Service reform online service accessed through MyHMCTS or any other appeals where the parties are directed by the Tribunal to deal with an appeal online

<p>Part D - Remuneration For Immigration and Asylum Controlled Work Standard Fee Scheme: 8.56 Standard Fee Scheme: 8.60</p>	<p>New Subtitle and Clause Inserted</p> <table border="1" data-bbox="421 65 1093 403"> <thead> <tr> <th>Standard Fee</th> <th>Asylum</th> <th>Immigration</th> </tr> </thead> <tbody> <tr> <td>Stage 1</td> <td>Legal Help</td> <td>Legal Help</td> </tr> <tr> <td>Stage 2 (a)</td> <td>CLR – no substantive hearing</td> <td>CLR – no substantive hearing</td> </tr> <tr> <td>Stage 2 (b)</td> <td>CLR – substantive hearing</td> <td>CLR – substantive hearing</td> </tr> </tbody> </table>	Standard Fee	Asylum	Immigration	Stage 1	Legal Help	Legal Help	Stage 2 (a)	CLR – no substantive hearing	CLR – no substantive hearing	Stage 2 (b)	CLR – substantive hearing	CLR – substantive hearing	<p>Amended Table that do use the Online Procedure</p> <table border="1" data-bbox="1198 65 1870 683"> <thead> <tr> <th>Standard Fee</th> <th>Asylum</th> <th>Immigration</th> </tr> </thead> <tbody> <tr> <td>Stage 1</td> <td>Legal Help</td> <td>Legal Help</td> </tr> <tr> <td>Stage 2 (a)</td> <td>CLR – no substantive hearing</td> <td>CLR – no substantive hearing</td> </tr> <tr> <td>Stage 2 (b)</td> <td>CLR – substantive hearing</td> <td>CLR – substantive hearing</td> </tr> <tr> <td>Stage 2 (c)</td> <td>CLR - using the Online Procedure</td> <td>CLR - using the Online Procedure</td> </tr> </tbody> </table> <p>Clause: If you claim payment for Stage 2(c) then you may not claim payment for Stage 2(a) or Stage 2(b) in relation to the same Matter.</p>	Standard Fee	Asylum	Immigration	Stage 1	Legal Help	Legal Help	Stage 2 (a)	CLR – no substantive hearing	CLR – no substantive hearing	Stage 2 (b)	CLR – substantive hearing	CLR – substantive hearing	Stage 2 (c)	CLR - using the Online Procedure	CLR - using the Online Procedure
Standard Fee	Asylum	Immigration																											
Stage 1	Legal Help	Legal Help																											
Stage 2 (a)	CLR – no substantive hearing	CLR – no substantive hearing																											
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Stage 2 (c)	CLR - using the Online Procedure	CLR - using the Online Procedure																											
<p>Part D - Remuneration For Immigration and Asylum Controlled Work Standard Fee Scheme: 8.61</p>	<p>New Clause Inserted</p> <table border="1" data-bbox="421 427 1093 539"> <tbody> <tr> <td>Stage 2 (b)</td> <td>CLR – substantive hearing</td> <td>CLR – substantive hearing</td> </tr> </tbody> </table>	Stage 2 (b)	CLR – substantive hearing	CLR – substantive hearing	<p>You may only claim a Stage 2(c) Standard Fee where you have drafted and submitted an Appeal Skeleton Argument under the Online Procedure.</p> <p>A Stage 2(c) Standard Fee cannot be claimed where:</p> <p>(a) Where a matter concludes prior to the submission of an Appeal Skeleton Argument. You should claim the Stage 2(a) Standard Fee.</p>																								
Stage 2 (b)	CLR – substantive hearing	CLR – substantive hearing																											
<p>Part D - Remuneration For Immigration and Asylum Controlled Work Standard Fee Scheme: 8.57 and 8.58</p>	<p>CLR is split into two sub-stages. The Standard Fee for either Stage 2(a) or Stage 2(b) as set out in 8.56 will be claimed depending on where the Matter concludes. You may not claim payments for both Stage 2(a) and Stage 2(b) in relation to the same Matter.</p> <p>New Clause Inserted</p>	<p>Amended Clause</p> <p>(a) You can claim a matter after an Appeal Skeleton Argument has been submitted, but where you represent the client at a substantive hearing before CLR is split into three two sub-stages. The Standard Fee(s) claimable will depend on whether the Online Procedure is used and on for either Stage 2 (a) or Stage 2 (b) as set out in paragraph 8.56 will be claimed depending on where the Matter concludes. You may not claim payments for both Stage 2(a) and Stage 2(b) in relation to the same matter.</p>																											
<p>Part D - Remuneration For Immigration and Asylum Controlled Work Standard Fee paragraph 8.57 and 8.58</p>	<p>New Subtitle included</p>	<p><i>Matters that do not use the Online Procedure</i></p>																											

<p>Scheme: 8.62</p>		
	<p>You must submit a Controlled Work Claim (including additional payments if incurred) within 6 months of the end of each of the following stages of the case citing the correct UKVI unique Client number:</p> <p>(a) Legal Help - at the end of Stage 1 (as described at Paragraph 8.61 below) or where the Matter otherwise ends earlier; or CLR - at the end of Stage 2 (as described at Paragraph 8.66 below).</p>	<p>Amended Clause</p> <p>For all Matters you must submit a Controlled Work Claim (including additional payments if incurred) within 6 months of the end of each of the following stages of the case citing the correct UKVI unique Client number:</p> <p>(b) Legal Help - at the end of Stage 1 (as described at Paragraph 8.691 below) or where the Matter otherwise ends earlier; or CLR - at the end of Stage 2 (as described at Paragraph 8.6674 below).</p>

<p>Part D - Remuneration For Immigration and Asylum Controlled Work Standard Fee Scheme: 8.69</p>	<p>New Clause Inserted</p>	<p>Where a determination is made that an individual qualifies for CLR and the Matter is lodged through the Online Procedure and the Appeal Skeleton Argument is submitted, the Standard Fee covers but is not limited to, the following Contract Work:</p> <p>(a) drafting and lodging an appeal, including drafting and submitting an Appeal Skeleton Argument;</p> <p>(b) preparation of an appeal including the appeal bundle;</p> <p>(c) consideration of determination and advice to the Client about the determination and carrying out any necessary work;</p> <p>(d) re-applying the merits criteria as set out in the Merits Regulations for an appeal to the Upper Tribunal;</p> <p>(e) where the appeal to the First Tier Tribunal is dismissed and an appeal to the Upper Tribunal is not being pursued, explaining the consequences of the decision and carrying out any necessary work;</p> <p>(f) where the appeal is allowed, explaining the consequences of the decision including rights and entitlements; and</p> <p>(g) any post appeal advice and assistance that does not constitute a separate Matter Start.</p>
<p>Additional payments to</p>	<p>Where applicable, Graduated Fees for advocacy services set out in the Remuneration Regulations are payable at the end of Stage 2 (as</p>	<p>Amended Clause</p>

<p>the Standard Fee for advocacy and disbursements <i>Advocacy services- formerly 8.66</i></p>	<p>described in Paragraph 8.64), in addition to the appropriate Standard Fee, for each relevant attendance. When claiming for advocacy work the following rules apply:</p> <p>(b) advocacy fees are payable whether the relevant advocacy services are carried out by you or Counsel;</p> <p>(c) only one advocacy fee for a substantive hearing in the First Tier Tribunal may be claimed per Matter; if such a hearing goes into a second day, either part heard or relisted, an additional day's substantive hearing fee may be claimed for the second and each subsequent day; and</p> <p>(d) advocacy fees are inclusive of time for travel and waiting.</p>	<p>8.71. Where applicable, Graduated Fees for advocacy services set out in the Remuneration Regulations are payable at the end of Stage 2 (as described in Paragraph 8.64), in addition to the appropriate Standard Fee, for each relevant attendance. When claiming for advocacy work the following rules apply:</p> <p>(a) advocacy fees are payable whether the relevant advocacy services are carried out by you or Counsel and whether remotely or in person;</p> <p>(b) only one advocacy fee for a substantive hearing in the First Tier Tribunal may be claimed per Matter; if such a hearing goes into a second day, either part heard or re-listed, an additional day's substantive hearing fee may be claimed for the second and each subsequent day; and</p> <p>(c) advocacy fees are inclusive of time for travel and waiting.</p>
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Changes made on 15 May 2020

These tables set out amendments that have been made to account for changes to legislation made by the *Civil Legal Aid (Procedure) (Amendment) Regulations 2020*.

2018 Standard Civil Contract Specification (General Provisions 1-6)		
Paragraph	Current Provision	Amendment

1.5	<p>“Exempted Person” has the meaning given to it in regulation 20 of the Procedure Regulations being, at the Contract Start Date</p> <p>“Gateway Work” has the meaning given in regulation 20 of the Procedure Regulations;”</p>	<p>“Exempted Person” has the meaning given to it in regulation 20 of the Procedure Regulations being, at the Contract Start Date</p> <p>“Gateway Work” has the meaning given in regulation 20 of the Procedure Regulations;”</p>
2.38	<p>In providing Controlled Work that is not Gateway Work you must attend your Client in the Office or other permitted location named in the Schedule unless the Controlled Work is:</p> <p>(a) provided via any Outreach Services service specifically authorised by a Schedule or other contract issued by us;</p> <p>(b) approved by us in writing in advance;</p> <p>(c) provided to a Client at their location for good reason; (d) Controlled Legal Representation or Help at Court at the appropriate court or tribunal; or</p> <p>(e) appropriate travel to attend on Counsel, experts, witnesses or site inspections.</p>	<p>In providing Controlled Work that is not Gateway Work you must attend your Client in the Office or other permitted location named in the Schedule unless the Controlled Work is:</p> <p>(a) provided via any Outreach Services service specifically authorised by a Schedule or other contract issued by us; (b) approved by us in writing in advance;</p> <p>(c) provided to a Client at their location for good reason; (d) Controlled Legal Representation or Help at Court at the appropriate court or tribunal; or</p> <p>(e) appropriate travel to attend on Counsel, experts, witnesses or site inspections.</p>
2.46	<p>You must signpost Clients or potential Clients to the helpline in respect of Gateway Work unless that Client or potential Client is an Exempted Person as described in the Procedure Regulations.</p>	<p>You must signpost Clients or potential Clients to the helpline in respect of Gateway Work unless that Client or potential Client is an Exempted Person as described in the Procedure Regulations.</p>

2018 Standard Civil Contract Specification Category Specific Rules: Housing and Debt		
Paragraph	Current Provision	Amendment

Paragraph h 2 of the preamble	Legal Help in relation to the Debt matters described at paragraph 26(a) to (c) of the Debt section of the Category Definitions 2018 is Gateway Work and, subject to limited exceptions described in the Procedure Regulations, must be referred to the Gateway.	Legal Help in relation to the Debt matters described at paragraph 26(a) to (c) of the Debt section of the Category Definitions 2018 is Gateway Work and, subject to limited exceptions described in the Procedure Regulations, must be referred to the Gateway.
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2018 Standard Civil Contract - Family Mediation Specification		
Paragraph	Current Provision	Amendment
1.5 (Definitions)	<i>“Category of Work”</i> means the specific categories of Family Mediation Contract Work set out in paragraph 3.15;	<i>“Category of Work”</i> means the specific categories of Family Mediation Contract Work set out in paragraph 3.1520;

3.7 (b)	<p>Before you commence a Matter, you must ensure that the relevant Application Form is fully and accurately completed by the Client. In particular you must ensure that:</p> <p>(a) the assessment of means section and the Client’s details are fully and accurately completed; and</p> <p>(b) the Application Form is signed by the Client in your presence before Family Mediation is commenced, and</p> <p>the completed form must be kept on file.</p>	<p>Before you commence a Matter, you must ensure that the relevant Application Form is fully and accurately completed by the Client. In particular you must ensure that:</p> <p>(a) the assessment of means section and the Client’s details are fully and accurately completed; and</p> <p>(b) the Application Form is signed by the Client in your presence before Family Mediation is commenced, and</p> <p>the completed form must be kept on file.</p> <p>(b) the Application Form is signed by the Client in your presence before Family Mediation is commenced, subject to the exceptions set out in the Procedure Regulations and Paragraphs 3.9 to 3.14 of this Specification, and</p>
		<p>the completed form must be kept on file.</p>

3.9

You may, except in relation to the requirements set out at Paragraph 3.7(b) above, provide services to a Client remotely (including, for example, video conferencing facilities). Any work conducted in accordance with this Paragraph 3.9 must be done in accordance with the Family Mediation Council Code of Practice and any guidance that either we or the Family Mediation Council may issue.

~~3.9 You may, except in relation to the requirements set out at Paragraph 3.7(b) above, provide services to a Client remotely (including, for example, video conferencing facilities). Any work conducted in accordance with this Paragraph 3.9 must be done in accordance with the Family Mediation Council Code of Practice and any guidance that either we or the Family Mediation Council may issue.~~

3.9 Subject to Paragraphs 3.10 to 3.12, an application for Controlled Work may be accepted via post, fax, email, or other such method of communication as we may agree from time to time where the Client requests that the application is made in this way and it is not necessary for the interests of the Client or his or her case to attend you in person. Any work conducted in accordance with this Paragraph 3.9 must be done in accordance with the Family Mediation Council Code of Practice and any guidance that either we or the Family Mediation Council may issue.

3.10 Applications may not be accepted in accordance with Paragraph 3.9 above where the Client is resident outside the European Union and:

- a) such residence is purely temporary and the Client can without serious disadvantage delay the application until they have returned to the European Union, or
- b) the services could be applied for on the same Matter by a person resident in the European Union, or
- c) it is otherwise unreasonable to accept the application.

3.11 Unless we provide specific written authority in advance, the number of Matters where your Client does not attend you in person either because you accept an application under Paragraph 3.9 or provide services via videoconferencing or other means of remote communication under Paragraph 3.12, must not exceed 25% of your total matters opened in any Schedule period. For the avoidance of doubt, where you accept a postal or faxed application under Paragraph 3.9 or provide

services via videoconferencing or other means of remote communication under Paragraph 3.12 in order to comply with your duties under the Equality Act 2010, this will not count towards the 25% limit set out in this Paragraph 3.11.

3.12 You may provide services to a Client via videoconferencing or other means of remote communication before that Client has signed the Application form where:

- a) the Client requests and it is not necessary for the interests of the Client or his or her case to attend you in person; and
- b) the Client meets the criteria in the Merits Regulations and Financial Regulations for the provision of Legal Help, and you may make a Claim for this work provided that the Client subsequently signs the Application Form and provides appropriate evidence in relation to their financial means and identity.

3.13 The Client does not have to attend your Office to sign the Application Form after having been given advice in the manner set out in Paragraph 3.12. You may send the Application Form to your Client, after you have given the advice, for signature and return, subject to Paragraph 3.9.

3.14 You may, other than in relation to the requirements set out at Paragraph 3.7(b) (taking into account the exceptions to that requirement at Paragraphs 3.9 to 3.13), provide services to a Client remotely (including, for example, video conferencing facilities). Any work conducted in accordance with this Paragraph 3.14 must be done in accordance with the Family Mediation Council Code of Practice and any guidance that either we or the Family Mediation Council may issue.

3.27	3.26 Good cause for declining to receive an application under Paragraph 3.26 includes: 3.26.1.1.1 where you do not have the capacity to take on the case or Matter;	3.27 Good cause for declining to receive an application under Paragraph 3.2 4 6 includes: 3.27.1.1.1 where you do not have the capacity to take on the case or Matter;
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	<p>3.26.1.1.2 where you do not have the necessary skill or expertise to take on the case or Matter; or</p> <p>3.26.1.1.3 other professional conduct reasons such as actual or potential conflict of interest.</p>	<p>3.27.1.1.2 where you do not have the necessary skill or expertise to take on the case or Matter; or</p> <p>3.27.1.1.3 other professional conduct reasons such as actual or potential conflict of interest.</p>
Housing Possession Court Duty Scheme Category Specific Rules (Annex A of the HPCDS Contract for Signature (the ‘Offer’ letter))	<p>3.29</p> <p>3.28 You must not decline to receive an application under Paragraph 3.26:</p> <p>(a) which is within the scope of your Contract and which you have the appropriate skills and capacity to carry out, on any grounds which directly or indirectly discriminate on the grounds of a protected characteristic (as defined in section 4 of the Equality Act 2010); or (b) because a potential Client’s protected characteristic (as defined in section 4 of the Equality Act 2010) may result in additional costs or disbursements being incurred compared with a Client without them.</p>	<p>3.29</p> <p>You must not decline to receive an application under Paragraph 3.26:</p> <p>(a) which is within the scope of your Contract and which you have the appropriate skills and capacity to carry out, on any grounds which directly or indirectly discriminate on the grounds of a protected characteristic (as defined in section 4 of the Equality Act 2010); or (b) because a potential Client’s protected characteristic (as defined in section 4 of the Equality Act 2010) may result in additional costs or disbursements being incurred compared with a Client without them.</p>
	<p>3.30</p> <p>3.30 “Good cause” in Paragraph 3.26 does not include any considerations regarding the level of any Standard Fee you may be entitled to receive under this Contract. You may not decline to receive an application under Paragraph 3.26 on the grounds (however stated) that the Standard Fee you would be entitled to Claim for that work does not represent what you consider to be appropriate remuneration in the circumstances of the individual case or Matter.</p>	<p>3.30 “Good cause” in Paragraph 3.26 does not include any considerations regarding the level of any Standard Fee you may be entitled to receive under this Contract. You may not decline to receive an application under Paragraph 3.26 on the grounds (however stated) that the Standard Fee you would be entitled to Claim for that work does not represent what you consider to be appropriate remuneration in the circumstances of the individual case or Matter.</p>
<p>Paragraph</p>	<p>Current Provision</p>	<p>Amendment</p>

10.40	<p>Where a Client seeks your advice outside of the terms of the Housing Possession Court Duty Scheme, then, subject to any means or merits tests you should (if you are permitted by your 2018 Standard Civil Contract) consider whether it is appropriate in the circumstances to commence Legal Help, Help at Court or Licensed Work. You will be entitled to payment for assisting that Client in accordance with your 2018 Standard Civil Contract but you will not be entitled to claim any fee under this Contract. Gateway Work, as defined in the Procedure Regulations, must be referred to the Gateway.</p>	<p>Where a Client seeks your advice outside of the terms of the Housing Possession Court Duty Scheme, then, subject to any means or merits tests you should (if you are permitted by your 2018 Standard Civil Contract) consider whether it is appropriate in the circumstances to commence Legal Help, Help at Court or Licensed Work. You will be entitled to payment for assisting that Client in accordance with your 2018 Standard Civil Contract but you will not be entitled to claim any fee under this Contract. Gateway Work, as defined in the Procedure Regulations, must be referred to the Gateway.</p>
10.41	<p>Further to Paragraph 10.40, when considering whether it is appropriate in the circumstances, you should take account of the Client’s location and whether it is feasible to deliver face-to-face advice from your Office or whether it is more appropriate to refer the Client to a Provider located nearer the Client. Matters which are Gateway Work must be referred to the Gateway and you may not commence Legal Help.</p>	<p>Further to Paragraph 10.40, when considering whether it is appropriate in the circumstances, you should take account of the Client’s location and whether it is feasible to deliver face-to-face advice from your Office or whether it is more appropriate to refer the Client to a Provider located nearer the Client. Matters which are Gateway Work must be referred to the Gateway and you may not commence Legal Help.</p>

2018 Standard Civil Contract (Education and Discrimination) Specification (General Provisions 1-6)¹

¹ The *Standard Civil Contract (Education and Discrimination) 2018* was drafted to anticipate the removal of the mandatory telephone gateway. For example, paragraph 2.46A of the General Specification confirms that once the gateway is removed the requirement at 2.46 to refer clients to CLA no longer applies. In other words, it is written into the terms of the contract itself the provider can now take on cases directly without the client having to apply via CLA. However, it was felt on consultation with Consultative Bodies that the minor change to paragraph 2.38 of the Specification was required to the contract documentation to make it consistent with the other

Paragraph	Current Provision	Amendment
2.38	<p>In providing Controlled Work that is not Gateway Work you must attend your Client in the Office or other permitted location named in the Schedule unless the Controlled Work is:</p> <ul style="list-style-type: none"> (a) provided via any Outreach Services service specifically authorised by a Schedule or other contract issued by us; (b) approved by us in writing in advance; (c) provided to a Client at their location for good reason; (d) Controlled Legal Representation or Help at Court at the appropriate court or tribunal; or (e) appropriate travel to attend on Counsel, experts, witnesses or site inspections. 	<p>In providing Controlled Work that is not Gateway Work you must attend your Client in the Office or other permitted location named in the Schedule unless the Controlled Work is:</p> <ul style="list-style-type: none"> (a) provided via any Outreach Services service specifically authorised by a Schedule or other contract issued by us; (b) approved by us in writing in advance; (c) provided to a Client at their location for good reason; (d) Controlled Legal Representation or Help at Court at the appropriate court or tribunal; or (e) appropriate travel to attend on Counsel, experts, witnesses or site inspections.

facetoface contracts. The amended paragraph 2.38, however, be read in conjunction with requirements on offering clients the choice of remote advice or face-to-face advice from June 2020 as set out in the Category Specific Rules for Education and Discrimination.