

2018 Standard Civil Contract

Specification

Category Specific Rules:

Immigration and Asylum

Category Specific Rules

Section 8 Immigration and Asylum Specification

PART A – PRELIMINARY

Definitions

8.1 In this Specification, the following expressions have the following meanings:

"2019 Order" means the Legal Aid, Sentencing and Punishment of Offenders Act 2012 (Legal Aid for Separated Children) (Miscellaneous Amendments) Order 2019 as amended from time to time;

"Add-on Services" means as described in section 66 of the Nationality and Borders Act 2022;

"Age Assessment Appeal" means an appeal to the First-tier Tribunal brought by an Age Disputed Person;

"Age Disputed Person" means as described in section 49(1) of the Nationality and Borders Act 2022;

"Appeal Skeleton Argument" 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;

"Asylum 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;

"Attendance Day" means the day your Senior Caseworker(s) will be required to attend the IRC to assist a 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;

"Bail" means an application or referral to the appropriate person/court for an individual's release on immigration bail when detained (or liable to be detained) under: (a) the authority of an immigration officer, (b) paragraph 16(1), (1A) or (2) of Schedule 2 to the Immigration Act 1971 (detention of persons liable to examination or removal), (c) paragraph 2(1), (2) or (3) of Schedule 3 to that Act (detention pending deportation), (d) section 62 of the Nationality, Immigration and Asylum Act 2002 (detention of persons liable to examination or removal), or (e) section 36(1) of the UK Borders Act 2007 (detention pending deportation);

"Cost Limits" means the cost limits set out at Paragraphs 8.106 to 8.134 below;

"Detained Asylum Casework Scheme" or "DAC Scheme" means the UKVI scheme used for the processing and determination of asylum claims for individuals who are detained;

"Detained Duty Advice Scheme/Detained Duty Advice Surgery" means the special arrangements, which are subject to Schedule Authorisation, to deliver an advice surgery at the designated IRC(s);

"*First-tier Tribunal*" means the First-tier Tribunal established under the Tribunals, Courts and Enforcement Act 2007;

"*Group 2 Refugee*" means as defined in section 12(1)(b) of the Nationality and Borders Act 2022;

"*Illegal Migration Act Matter*" means civil legal aid services to an individual who has received Illegal Migration Act Removal Notice, in relation to such a Notice, as set out in paragraph 31C of Part 1 of Schedule 1 of the Act ("Removal notices under the Illegal Migration Act 2023");

"*Illegal Migration Act Removal Notice*" means a notice issued pursuant to section 8 of the Illegal Migration Act 2023";

"*Independent Funding Adjudicator*" means an adjudicator appointed by the Lord Chancellor under section 2 of the Act;

"*Immigration and Asylum Accreditation Scheme*" or "*IAAS*" means the Law Society's accreditation scheme under which all Caseworkers conducting casework in the Immigration and Asylum Category of Law must be accredited;

"*Immigration and Asylum Category of Law*" is as set out in the Category Definitions 2018;

"*Immigration Interview*" means an interview described in paragraph 30(3) of Part 1 of Schedule 1 to the Act;

"*Immigration Interview Regulations*" means The Civil Legal Aid (Immigration Interviews) (Exceptions) Regulations 2012;

"*Immigration Procurement Area*" or "*Immigration and Asylum Procurement Area*" or "*Immigration – Asylum Procurement Area*" has the meaning set out in your Schedule;

"*IRC Procurement Area*" means an individual IRC;

"*Immigration Removal Centre*" or "*IRC*" means a centre where individuals are detained, other than a prison, for the processing of their application to remain in the UK or prior to their removal from the UK;

"*Lot 1 Providers*" means those Providers that tendered to deliver up to 150 Matter Starts when tendering to deliver Contract Work in the Immigration and Asylum Category of Law;

"*Lot 2/3 Providers*" means those Providers that tendered to deliver 300 Matter Starts or more when tendering to deliver Contract Work in the Immigration and Asylum Category of Law;

"*National Referral Mechanism*" or "*NRM*" means as described in Part 4 of Schedule 1 to the Act;

"*NSA*" or "*Non-Suspensive Appeal*" means a certification under section 94 of the Nationality, Immigration and Asylum Act 2002 (certificate preventing or restricting appeal of immigration decision whilst in the UK);

"*Online Procedure*" means Her Majesty's Court and Tribunal Service online service accessed through MyHMCTS or any other appeals where the parties are directed by the Tribunal to deal with an appeal online;

"*Online Procedure Advocacy Services*" means advocacy in relation to Online Procedure cases;

"*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;

"*Priority Removal Notice*" or "*PRN*" as described in section 20(3) of the Nationality and Borders Act 2022;

"*Reserved Matter*" means matters which we specify either in this Specification or in our Work Restrictions document may only be undertaken by individuals who are accredited as Senior Caseworkers and above under the IAAS;

"*Rota*" means a rota for the delivery of IRC services which is prepared by the LAA;

"*Self-Grant Scheme*" means as described under Paragraphs 8.116 to 8.134;

"*Self-Grant Scheme Form*" means the form issued by us which must be used to record your exercise of authority under the Self-Grant Scheme;

"*Screening Interview*" has the meaning given in regulation 2 of The Civil Legal Aid (Immigration Interviews) (Exceptions) Regulations 2012;

"*Separated Child*" means "*separated*" and "*child*" as defined in the 2019 Order;

"*Social Services*" means the social services provision by the local authority responsible for the Client;

"*Stage Threshold*" means as described in Paragraph 8.98;

"*Stages of Accreditation*" means the following IAAS stages of accreditation:

Trainee Casework Assistant

Casework Assistant

Senior Caseworker

Supervising Senior Caseworker

Advanced Caseworker;

"*Standard Fee Scheme*" means the fee scheme set out at Paragraphs 8.72 to 8.86 below;

"*Standby Day*" means any day on which you are required to be on call to receive referrals of Clients subject to the DAC Scheme;

"*Substantive Interview*" means the Immigration Interview conducted on behalf of the Secretary of State with a view to reaching a decision on a claim in respect of rights mentioned in paragraph 30(1) of Part 1 of Schedule 1 to the Act that is not a Screening Interview;

"*Terrorism Prevention and Investigation Measures Orders*" means an order imposed on an individual as set out in Terrorism Prevention and Investigation Measures (TPIM) Act 2011;

"*Tribunal Hearing*" means either a hearing before the First Tier Tribunal or the Upper Tribunal;

"*UASC*" means an asylum-seeking child is under 18 or claims on reasonable grounds to be under 18 applying for asylum in their own right and who is separated from both parents and not being cared for by an adult who, by law or custom, has responsibility to do so;

"*UKVI*" means UK Visas and Immigration (formerly known as the United Kingdom Border Agency, Immigration Nationality Directorate, Border and Immigration Agency) and Home

Office. Where UKVI is referenced it also includes Ports, Entry Clearance Offices, Consulates and Embassies; and

"*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.

Scope of this Specification

- 8.2 Most Immigration work is not within the scope of Legal Aid and is, therefore, not covered by this Specification. All work in relation to Judicial Review is subject to the exclusions in paragraph 19 of Part 1 of Schedule 1 to the Act. Paragraphs 8.7 and 8.8 contain details of what remains within scope in the Immigration and Asylum Category. These are not exhaustive and should be read subject to the full provisions in Part 1 of Schedule 1 to the Act.
- 8.3 This 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.

Forms of Civil Legal Services

- 8.4 Contract Work in the Immigration and Asylum Category of Law can be carried out as 3 different Forms of Civil Legal Services:

Forms of Civil Legal Services	Funded as
Legal Help	Controlled Work
Controlled Legal Representation (CLR)	Controlled Work
Legal Representation	Licensed Work

Work subject to Exclusive Schedule Authorisations

- 8.5 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:
- (a) Detained Duty Advice Scheme in an IRC; and
 - (b) the Detained Asylum Casework Scheme.
- 8.6 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

- (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
- (c) there are no providers with Schedule Authorisation in the IRC Procurement Area where the Client is detained; or
- (d) the Client has an appeal listed at a designated DAC Scheme location;

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.

Contract Work covered by this Specification

- 8.7 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"); or
 - (c) it relates to civil legal aid services to an individual who has received an Illegal Migration Act Removal Notice, as set out in paragraph 31C of Part 1 of Schedule 1 of the Act ("Removal notices under the Illegal Migration Act 2023").
- 8.8 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:
- (a) paragraph 25 of Part 1 of Schedule 1 to the Act ("Immigration: detention");
 - (b) paragraph 26 of Part 1 of Schedule 1 to the Act ("Immigration: conditions of immigration bail: persons liable to examination or removal");
 - (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");
 - (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");
 - (g) paragraph 31B of Part 1 Schedule 1 to the Act ("Appeals relating to age assessments under the Nationality and Borders Act 2022");

- (h) 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;
- (i) paragraph 24 of Part 1 of Schedule 1 to the Act ("Special Immigration Appeals Commission") where it relates to an immigration issue;
- (j) paragraph 45 of Part 1 of Schedule 1 to the Act ("Terrorism prevention and investigation measures etc");
- (k) 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
- (l) paragraph 1A of Part 1 of Schedule 1 to the Act "Add-on services in relation to referral into the national referral mechanism".

Referral requirement for Unaccompanied Asylum Seeking Children (UASC)

- 8.9 Where a Client, who is an UASC, experiences problems relating to the exercise of the local authority's duty under the Children Act 1989 you must ensure that the Client receives advice in relation to Public Law Children Act proceedings or where required appropriate legal advice from a Family, Community Care, Public Law or Housing Provider.
- 8.10 You may either continue to act for the Client (if you are permitted by this Contract to provide legal advice in the Family, Community Care, Public Law or Housing Category of Law) or make a referral at the earliest possible opportunity to an alternative Provider who is permitted to provide such legal advice. In any event you should continue to act in relation to the Immigration or Asylum Matter if it is still ongoing.

Delegated Functions in respect of Controlled Work

- 8.11 The Director may restrict the extent of your Delegated Functions relating to Controlled Work by varying an Authorisation.
- 8.11A 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.

Exceptional Case

- 8.12 Any application for an Exceptional Case in the Immigration and Asylum Category can only be made by Providers with a Schedule Authorisation in this Category unless the case satisfies the effective administration of justice test as set out in the Procedure Regulations. Payment for any Exceptional Case will also be made in accordance with the provisions of this Specification and the Remuneration Regulations. There are no Delegated Functions to make a determination in respect of an Exceptional Case, save for the means test aspect of a Legal Help case.

PART B - IMMIGRATION AND ASYLUM SERVICE STANDARDS

Caseworkers

- 8.13 In addition to the requirements in Section 2 of this Specification, all Caseworkers who carry out Immigration and Asylum Contract Work must:
- (a) comply with the terms of the IAAS and Stages of Accreditation;
 - (b) comply with our Work Restrictions; and
 - (c) if intending to act for a Client who is a Child or a UASC have had an enhanced Disclosure and Barring Service check in the 24 months prior to instruction.
- 8.14 You must maintain an accurate and up to date record of all your IAAS accredited Caseworkers that undertake Contract Work. You must at our request arrange for the record to be sent to us within such period as we may reasonably specify.
- 8.15 You must maintain at each Office a ratio of at least one full time equivalent Senior Caseworker for every two Casework Assistants/Trainee Casework Assistants.

Immigration and Asylum Supervisor Legal Competence Standard

- 8.16 In addition to the requirements in Section 2 of this Specification, an Immigration and Asylum Supervisor must:
- (a) be accredited as an IAAS Senior Caseworker or Advanced Caseworker; and
 - (b) have achieved the IAAS Supervising Senior Caseworker level of accreditation.
- 8.17 The Supervisor must take account of any changes in legislation and case law and maintain access for the duration of the Contract to at least 1 nationally published specialist journal (containing updates on Immigration and Asylum case law and statutes). This may include electronic publications such as subscription case law websites.

Level of Accreditation for Contract Work

- 8.18 In order to carry out certain Contract Work in the Immigration and Asylum Category of Law, Caseworkers must have passed the following Stages of Accreditation:

Type of Contract Work	Level of Accreditation
Conduct of Legal Help Matters and Legal Representation	Senior Caseworker. Trainee Casework Assistants (who have passed the relevant examination required by the IAAS at that level) and Casework Assistants can conduct tasks delegated by the Senior Caseworker, except Reserved Matters

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 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 5- All Contract Work in respect of an Illegal Migration Act Matter where the Client is not detained in an IRC	Senior Caseworker and above
Conduct of any other Contract Work not covered above	Senior Caseworker and above

8.19 For the purpose of the rule in Paragraph 8.18 'conduct' means having responsibility for and control of the progression of the case.

8.20 You cannot Claim for Contract Work which is carried out by a Caseworker who has not complied with the requirements at Paragraph 8.13.

Delivering Contract Work

8.21 You must deliver Contract Work in accordance with this Specification and any written arrangements set out in your Schedule(s).

PART C - CARRYING OUT IMMIGRATION AND ASYLUM CONTROLLED WORK

UKVI unique Client numbers

- 8.22 You must identify each Client on all documentation by means of a unique Client number. This should be the same number as the reference number which is allocated by the UKVI to the Client when the Immigration or Asylum application is made.
- 8.23 If a single Client requires advice on more than one issue or application (as part of the same, or a different, Matter) then the same unique Client number should be used. In such circumstances, you should use the first UKVI reference number allocated.
- 8.24 The Client's unique Client number must be noted on the Client's file and used in all claims and correspondence with us relating to that Client. Claims that do not use the Client's unique Client number will be rejected until the correct number is supplied. Where exceptionally, a Client has not been allocated a UKVI reference number you must use the default unique Client number A0000000.

Acceptance of applications other than in person

- 8.24A 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 75% 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 75% limit set out in this Paragraph 8.24A

Matter Start rules 8.25 An Asylum application and any Asylum appeal other than Standard Fee Stage 2(a), 2(b) or 2(c) Claims will constitute separate Matters. The appropriate UKVI unique Client number for both Matters will be that of the original Asylum application.

- 8.26 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.
- 8.26A 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 to appeal at the Upper Tribunal or representation at the Upper Tribunal, if permission is granted, will constitute Licensed Work.
- 8.27 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 UKVI made prior to a final decision on the asylum application will constitute one Matter.
- 8.28 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.
- 8.29 An Age Assessment Appeal will constitute one Matter.
- 8.30 A Matter Start under Paragraph 8.29 is a separate Matter Start to any associated Immigration or Asylum Matter.

- 8.31 Advice in relation to obligations under a Priority Removal Notice is a separate Matter Start to any associated Immigration or Asylum Matter.
- 8.32 An Immigration application and any Immigration appeal other than Standard Fee Stage 2(a), 2(b) or 2(c) Claims will constitute separate Matters. The appropriate UKVI unique Client number for both Matters will be that of the original application given by the UKVI.
- 8.33 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.
- 8.34 Any associated or additional application to an application within scope of Part 1 of Schedule 1 to the Act on human rights grounds will also form part of the same Asylum Matter.
- 8.35 Where a Client has made or wishes to make a fresh application for Asylum then this new application would constitute a new Matter Start.
- 8.36 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.
- 8.37 Where you have an ongoing Matter, work undertaken in relation to a determination that the Client qualifies for civil legal services provided as Licensed Work including complying with any pre-action protocol may be undertaken as part of the same Matter.

Supplementary Matter Starts

- 8.37A If you are a Lot 1 Provider 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.
- 8.37B If you are a Lot 2/3 Provider you may self-grant unlimited numbers of Supplementary Matter Starts in the Immigration and Asylum Category of Law.
- 8.37C Where you self-grant Supplementary Mater Starts pursuant to Paragraph 8.37B you must, with 14 days of the exercise of this right, inform your Contract Manager of the number of Matter Starts granted.
- 8.37D The requirements in Paragraphs 1.22 and 1.23 shall not apply where you self-grant Supplementary Matter Starts pursuant to Paragraph 8.37B.

Transfer of Cases and Clients Between Offices

- 8.38 Where you have made a determination that a Client qualifies for Controlled Work and subsequently (at any stage of the case) the Client moves location either voluntarily or is dispersed by the UKVI and you determine that another Office within your organisation from which you are authorised to conduct Contract Work under the Immigration and Asylum Category is able to continue to represent that Client in accordance with the Contract, you may conduct the case from that Office.
- 8.39 Where a case or a Client is transferred to another Office under Paragraph 8.38 above, the case must proceed under the same Matter Start.

Multiple Applications

- 8.40 Where a Client applies to enter or remain in the UK on more than one basis, or if the Client applies to switch status while the first application remains pending, this will constitute one Matter Start where the applications are within scope of Part 1 of Schedule 1 to the Act.
- 8.41 Where a Client's first application is at appeal stage and in all the circumstances it is reasonably decided:
- (a) to continue with the appeal; and
 - (b) at the same time to submit a second application to the UKVI on different legal grounds,
- a separate Matter Start should be opened to cover Contract Work in relation to the second application.

Bail

- 8.42 When attending a Client in detention you must always advise them in relation to Bail (including advising 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.
- 8.43 You must ensure that the Client receives advice on the appropriateness of making a Bail application at any particular time (including when appeal rights have been exhausted).
- 8.44 Where appropriate, you should consider making a Bail application to the Secretary of State or the appropriate court.
- 8.45 Even where a Client's substantive Immigration or Asylum appeal lacks merits as set out in the Merits Regulations and therefore would not warrant the making of a determination that the Client qualifies for CLR, the case may still warrant the making of a determination that the Client qualifies for CLR for a Bail application. CLR can be granted for the sole purpose of making a Bail application.
- 8.46 Where an appeal is listed for a Tribunal Hearing, you must always consider making a Bail application. If you decide not to make a Bail application during the Tribunal Hearing of the appeal you must record your reasons on the file.

Making a determination that a Client qualifies or does not qualify for Controlled Legal Representation (CLR)

- 8.47 Where you have made a determination that a Client does not qualify for CLR (other than on grounds of financial eligibility) you must complete and retain a copy of the CW4 form on the file which clearly states the date and reason for your determination.
- 8.48 Where CLR is refused or withdrawn you must, as soon as possible and in any event within 5 days of the decision, provide the Client with a copy of the CW4 form (or such other form as specified by us) and provide details of the Client's right to a review of your (or our) decision (including details of the appropriate procedure). You should provide your Client with our address to which the Client should submit their review. Alternatively, you can, if instructed, submit the review to us on the Client's behalf.

- 8.49 Where the hearing date is already set then the review application should be submitted immediately, and the urgency of the application should be clearly stated on the form.
- 8.50 Where you have made a determination to grant, refuse or withdraw CLR (either in relation to a substantive Matter or Bail) you must record the reasons on the file. You must also keep a record of any grants of CLR by the Independent Funding Adjudicator where the Client has returned to you.
- 8.51 Where a determination is made that a Client qualifies for CLR you must consider the merits of the case as set out in the Merits Regulations at each stage of the proceedings.

Detained cases

- 8.52 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.
- 8.53 Where you are providing advice and representation under Paragraph 8.52 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.
- 8.54 Where you act for a Client under Paragraph 8.6 or Paragraph 8.52 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 8.157 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;
 - (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.
- 8.55 Not used.

Advice on referral into the National Referral Mechanism

- 8.56 You may provide Add-on Services in relation to potential referral into the National Referral Mechanism where:
- (a) you are advising a Client under a Matter Start in circumstances where Add-on Services may be provided under the Act; and
 - (b) you recognise indicators of the Client being a potential victim of modern slavery.
- 8.57 Add-on Services should include:
- (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.
- 8.58 The following are not within the scope of Add-on Services:
- (a) identifying whether the Client is showing trafficking indicators; and
 - (b) ongoing advice and support through the NRM process;

Priority Removal Notice advice

- 8.59 The scope of work is as set out in paragraph 31ZA of Part 1 of Schedule 1 to the Act.
- 8.60 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 the Nationality and Borders Act 2022.
- 8.61 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 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 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.

Client travel

- 8.64 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.

8.65 You may only claim the cost of the Client’s travel where the only purpose of the Client’s journey is to attend on you to give instructions and you have informed the Client before the journey that the disbursement will be paid.

8.66 The disbursement will be the cost of the return fare on the cheapest available mode of public transport.

Attendance at interviews

8.67 You are authorised to accompany a Client to a Screening Interview or Substantive Interview in accordance with the Immigration Interview Regulations.

8.68 Where the matter is of the type funded by the Standard Fee you may claim the additional payment for representation at UKVI interviews as specified in the Remuneration Regulations.

8.69 The cost of your travel to attend interviews in accordance with Paragraph 8.67 above is claimable as a disbursement at the rates set out in the Remuneration Regulations.

Boundary with Licensed Work

8.70 Legal Representation of a Client in any application (including for permission):

- (a) to the Upper Tribunal; or
- (b) for Judicial Review or appeal either to the Court of Appeal or Supreme Court, is paid for as Licensed Work and cannot be carried out under Controlled Work.

PART D - REMUNERATION FOR IMMIGRATION AND ASYLUM CONTROLLED WORK

8.71 All Immigration and Asylum Controlled Work is remunerated according to either Standard Fees or Hourly Rates, which are set out in the Remuneration Regulations as set out below.

Standard Fee Scheme

8.72 A Standard Fee can be claimed at both Controlled Work stages (Legal Help and CLR) as set out below.

Standard Fee	Asylum & Immigration
Stage 1	Legal Help

Stage 2(a)	CLR – no substantive hearing where the Online Procedure is not used. CLR granted on or before 31 March 2023
Stage 2(b)	CLR – substantive hearing where the Online Procedure is not used CLR granted on or before 31 March 2023
Stage 2(c)	CLR – Online Procedure was used CLR granted on or before 6 October 2020
Stage 2(d)	CLR – no substantive hearing where the Online Procedure is used CLR granted on or after 1 April 2023
Stage 2(e)	CLR – Substantive hearing takes place where the online procedure is used. CLR granted on or after 1 April 2023

Stage 1: Legal Help

8.73 The Standard Fee covers, but is not limited to, the following Contract Work:

- (a) initial advice, drafting of statements and representations;
- (b) consideration of UKVI decision, advice to the Client about that decision and carrying out any necessary work;
- (c) applying the merits criteria as set out in the Merits Regulations for appeal;
and
- (d) completion of a determination that a Client qualifies for CLR or completion of an application for a review of a determination that the Client does not qualify for CLR.

8.74 Stage 1 will end at the point that a determination is made that a Client qualifies or does not qualify for CLR (including the completion of any CLR review application) or when the Matter does not proceed to CLR and all other necessary work has been completed. Where you decide that it is inappropriate to apply for CLR, then you should record the reasons on the file.

Asylum Stage 1 Claims

- 8.75 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:
- (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
 - (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.
- 8.76 Where you submit a Claim pursuant to Paragraph 8.75 you must continue to provide Contract Work under the original Matter and may submit a supplemental Claim in accordance with Paragraph 3.37.
- 8.77 Where you submit a Claim pursuant to Paragraph 8.75 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.
- 8.78 We may, by notice, remove your right to submit Claims pursuant to Paragraph 8.75 if you persistently fail to comply with Paragraphs 8.75 to 8.77 irrespective of the date on which we become aware of such breach.

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

- 8.79 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.

Stage 2(b) and 2(e): CLR

- 8.80 Where the Matter reaches a 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) 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.

Stage 2(c): CLR

- 8.81 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;
 - (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;
 - (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.
- 8.82 Stage 2 will end at the point that a determination is made that a Client qualifies or does not qualify for Licensed Work in relation to the submission of an application for permission to appeal to the Upper Tribunal or where the Matter otherwise ends earlier.

Matters that do not use the Online Procedure

- 8.83 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.
- 8.84 You may not claim payments for both Stage 2(a) and Stage 2(b) in relation to the same Matter.
- 8.85 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 8.87 below.

Matters that use the Online Procedure

8.86 Where a Matter is lodged through the Online Procedure, remuneration is as set out below:

Date CLR granted	Remuneration
<p>CLR granted on or before 6 October 2020:</p> <p>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 • 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 4(ca) of the Remuneration Regulations
<p>CLR granted on or after 1 April 2023:</p> <p>One but not both of:</p>	<p>Where no substantive hearing takes place:</p> <ul style="list-style-type: none"> • Standard Fee Stage 2(d) <p>Where a substantive hearing takes place:</p> <ul style="list-style-type: none"> • Standard Fee Stage 2(e)

Additional payments to the Standard Fee for advocacy and disbursements

Additional Payments for Advocacy Services

- 8.87 Where applicable, Immigration and Asylum Outline Procedure Advocacy Services Standard Fees as set out in the Remuneration Regulations are payable at the end of Stage 2 (as described in Paragraph 8.82), 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
 - (c) advocacy fees are inclusive of time for travel and waiting.

Disbursements

- 8.88 Disbursements reasonably incurred are payable in addition to the Standard Fee subject to the disbursement limits set out below:
- (a) £400 for Legal Help (Stage 1); and
 - (b) £600 for CLR (Stage 2).
- 8.89 Unless we notify you otherwise in writing, the disbursement limits in Paragraph 8.88 above are the total sum (exclusive of VAT) you may claim for all the disbursements at each stage of any Matter.
- 8.90 The Legal Help or CLR disbursement limits may be extended by submitting the relevant Contract Report Form. However, disbursements are only payable within the Legal Help or CLR disbursement limit that applied at the point they were incurred. Disbursement limits cannot be amended retrospectively.
- 8.91 Paragraphs 4.30, 4.33 and 6.61 of the Specification apply in relation any disbursements which you claim pursuant to this Section 8 of the Specification.

Applying for payment

- 8.92 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:
- (a) Legal Help – at the end of Stage 1 (as described at Paragraph 8.74) or where the Matter otherwise ends earlier; or
 - (b) CLR – at the end of Stage 2 (as described at Paragraph 8.82); or
 - (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 UKVI.

8.93 Where incurred you should also Claim any relevant additional payments including disbursements.

Escape Fee Cases

8.94 Escape Fee Cases must be subject to an individual Cost Assessment.

8.95 A Matter may escape the Standard Fee Scheme and become payable solely by Hourly Rates.

8.96 Where Stage 1 and Stage 2 Claims are treated as separate Matters either or both 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.

8.97 Where Stage 1 and Stage 2 Claims are specified as constituting a single Matter the Matter will be treated as an Escape Fee Case where, following the conclusion of Stage 2 of the Matter (or earlier if the Matter concludes before this), the value of the Controlled Work, when calculated as if it were paid at the appropriate Hourly Rate, exceeds the relevant Stage Threshold.

8.98 The Stage Thresholds are:

- (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
- (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.

8.99 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 8.101);
- (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);
- (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);
- (d) identify the Standard Fee(s) claimable for the Matter and multiply that total by the Stage Threshold (Total C); and
- (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.

8.100 Any previous Claims paid in respect of the Matter will be reconciled against Total B (in Paragraph 8.99(c)) to determine the final payment to be made for the Escape Fee Case.

Matters paid by Hourly Rates

8.101 Immigration and Asylum Controlled Work contained in the following list is remunerated through Hourly Rates:

- (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 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;
- (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 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;
- (n) immigration advice in relation to a Client who is a Separated Child;
- (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) 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;
 - (q) advice on an application to rebut Group 2 Refugee status pursuant to Paragraph 8.26;
 - (r) advice in relation to Age Assessment Appeals;
 - (s) up to 7 hours advice to a Client in receipt of a PRN;
 - (t) any follow-on work that is conducted for a Client after receiving advice in relation to Paragraph 8.101(s); and
 - (u) Illegal Migration Act Matters.
- 8.102 Contract Work payable at Hourly Rates with the exception of Paragraph 8.101(d), will be subject to Cost Limits as described at Paragraphs 8.106 to 8.109 and Paragraphs 8.112 to 8.115. The relevant Hourly Rates are set out in the Remuneration Regulations.
- 8.103 A 5% uplift is claimable on all Controlled Work payable at Hourly Rates and personally undertaken by an Advanced Caseworker.

Additional Payments for Advocacy Services for Matters paid at Hourly Rates

- 8.104 Where applicable Additional Payments for Advocacy Services as set out in the Remuneration Regulations are payable at the end of CLR as set out in Paragraph 8.101(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;
 - (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.

Additional payment for National Referral Mechanism advice

- 8.105 Where applicable, the National Referral Mechanism Bolt-on Fee as set out in the Remuneration Regulations is payable at the end of a Matter.

Cost and disbursement limits for Hourly Rates Matters

Legal Help Cost Limits

- 8.106 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):
- (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

- (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
 - (iii) You provide advice in relation to the merits of an appeal to the Upper Tribunal;
- (b) £500 in Immigration Matters; and
 - (c) £800 in Asylum Matters, (where the Matter progresses beyond initial advice); and
 - (d) £3000 in Illegal Migration Act Matters.
- 8.107 In relation to Bail applications in asylum work undertaken under Legal Help (including an application to the Secretary of State if there is no substantive appeal linked to the Bail work, the £500 Immigration limit will apply.
- 8.108 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),(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 The Legal Help Cost Limits in Paragraphs 8.106(b),(c) and (d) are exclusive of the reasonable costs incurred for accompanying a Client to a Screening or Substantive Interview under Paragraph 8.67.

Legal Help Disbursement Limit

- 8.110 Unless we notify you otherwise in writing, the Legal Help Disbursement Limit of £400.00 (exclusive of VAT) is the maximum sum we will pay for the total of all the disbursements for the Legal Help stage of any Matter.
- 8.110A 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 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.

CLR Cost Limits

- 8.112 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):
- (a) £500 in relation to Bail only Matters;
 - (b) £1200 in Immigration Matters; and
 - (c) £1600 in Asylum Matters

And In relation to work done under Paragraph 8.101(o) the Cost Limits will not include Online Procedure Advocacy Services.

- 8.113 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 8.112(b) or 8.112(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 Paragraphs 8.106(b) or 8.106(c) will apply.
- 8.114 The CLR Cost Limits may be extended by submitting the relevant Contract Report Form to us. Costs and disbursements are only payable within the limit that applied at the point they were incurred. Cost and disbursement limits cannot be amended retrospectively, save for the costs of waiting time where there is a significant delay on the day of a hearing, which is no fault of yours or your Client, provided you apply for an extension to the Cost Limit as soon as practicable thereafter.
- 8.115 Unless we notify you otherwise in writing, you may Claim additional costs (including counsel fees/disbursements) of up to £100 exclusive of VAT to consider the merits of an appeal to the Upper Tribunal. This sum is in addition to the CLR Upper Financial Limit and is not extendable.

Self-Grant Scheme: increases to Cost Limits

- 8.116 The Self-Grant Scheme shall only apply where we have given you express written authority to operate under the provisions of Paragraphs 8.117 to 8.134.
- 8.117 We will only provide express authority to operate under the Self-Grant Scheme where you are able to demonstrate to our reasonable satisfaction that it is appropriate to do so.
- 8.118 To be eligible to join the Self-Grant Scheme you must apply using the process published on our website and have:
- (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 (minimum 10 applications) by us as submitted and without the requirement for amendment, correction, resubmission or similar of the relevant Contract Report Form.
- 8.119 The decision to grant authority to operate under the Self-Grant Scheme is at our absolute discretion and can be withdrawn at any point.
- 8.120 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 The Self-Grant Scheme provisions do not apply to:
- (a) Licensed Work;
 - (b) Counsel's costs;
 - (c) Exceptional Cases;

- (d) Detained Fast Track Standby Remuneration; and
 - (e) the Legal Help Cost Limits set out in paragraph 8.106(a).
- 8.122 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 To extend the Disbursement Limit and Cost Limits beyond the limits set out in Paragraphs 8.125 to 8.134 you must submit a relevant Contract Report Form to us.
- 8.124 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.

Disbursements under the Self-Grant Scheme

- 8.125 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 report-writing time combined); and
 - (b) the hourly rate quoted by the expert does not exceed that specified in the codified rates for the expert type required, as outlined in the Remuneration Regulations 2013.
- 8.126 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 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 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 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.

Cost Limits increase under the Self-Grant Scheme

- 8.130 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 a copy on the Client file.
- 8.131 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 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 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 The disbursements incurred are classed as separate to costs and are not included in the £3,000 cost limits under the Self-Grant Scheme.

Uplift for advocates

- 8.135 Subject to prior written agreement by us the rates set out in the Remuneration Regulations may be exceeded by an advocate before the appropriate court which either:
- (a) raises an exceptionally complex or novel point of law (but not otherwise); or
 - (b) raises a matter of significant wider public interest as described in Regulation 6 of the Merits Regulations.
- 8.136 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 8.135.
- 8.137 Where a matter falls within Paragraph 8.135 you must contact us to discuss the preparation and agreement of a case plan.

Instructing an advocate for a Tribunal Hearing (either First-tier or Upper Tribunal)

- 8.138 Where you instruct an advocate to attend a Tribunal Hearing in relation to either a Controlled Work Matter or Licensed Work you may not make any Claim for time spent accompanying the advocate at the hearing.

Claiming for Matters paid at Hourly Rates

8.139 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 unique Client number:

(a) Legal Help:

- (i) the date that a determination is made that an individual qualifies or does not qualify for CLR;
- (ii) following the submission of a fresh claim/further application for asylum;
- (iii) when you have completed the work under Legal Help, if earlier; or
- (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 UKVI. If additional work is subsequently required, you may need to submit a claim amendment.

(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.)

(b) CLR:

- (i) the date that you apply for the permission to appeal to the Upper Tribunal;
- (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
- (iii) when you have completed the work under CLR, if earlier.

8.140 Where incurred, you may also claim relevant additional payments including disbursements. In each claim you must only submit your costs in relation to the work relevant at that stage.

Illegal Migration Act Claims

8.140A 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 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 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 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.

Claiming interim payments for disbursements

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 this Paragraph 8.141 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, at least 3 months have elapsed since that entitlement arose or the application was made.

Applications for permission to appeal to the Upper Tribunal

8.142 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 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
- (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.

8.144 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 8.101(i).

8.145 Without prejudice to the provisions on payment for Licensed Work in Section 6 of the Specification and unless we notify you otherwise, for the purposes for Licensed Work in the Upper Tribunal, we will pay as follows:

- (a) for work carried out on the initial application to the First-Tier Tribunal for permission to appeal to the Upper Tribunal, we will pay the Hourly Rates specified in the Remuneration Regulations for Licensed work in the First-Tier Tribunal;
- (b) for work carried out on a direct application to the Upper Tribunal for permission to appeal and all subsequent work in that forum, we will pay the Hourly Rates specified in the Remuneration Regulations for Licensed Work in the Higher Courts.

A PART E - IMMIGRATION REMOVAL CENTRES

Scope of IRC Contract Work

- 8.146 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.
- 8.147 Where you obtain a Client through an IRC Rota and a Controlled Work Matter is subsequently commenced by you in relation to that Client the remaining rules in this Specification will also apply to that Contract Work. The number of Clients wishing to access the service via places on the IRC Rota will vary as demand for the service is outside our control and we make no guarantee or representation as to the volumes of Clients seeking services.
- 8.148 All Contract Work undertaken for a Client detained at an IRC is a Reserved Matter.

IRC Rota

- 8.149 Your Schedule will confirm whether you are on an IRC Rota to deliver advice and assistance by attending at a Detained Duty Advice Scheme at a designated IRC or as part of the DAC scheme at a designated IRC.
- 8.150 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 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 8.150(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.
- 8.151 You must ensure you have sufficient numbers of Caseworkers available to meet your IRC Rota obligations under your Schedule.
- 8.152 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 You must be contactable during Business Hours (including via telephone, email and any other method we may reasonably require).

The Detained Duty Advice Scheme

- 8.154 We will periodically issue (providing at least one months' notice) IRC rota allocations which 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 You must attend the designated IRC(s) in person to deliver the Detained Duty Advice Scheme surgeries on all IRC Rota days up to and including 31 December 2023.
- 8.154B Subject to Paragraph 8.154C, from 1 January 2024, you may deliver the Detained Duty Advice Scheme surgeries remotely.
- 8.154C We may rescind the authorisation to deliver Detained Duty Advice Scheme surgeries remotely pursuant to Paragraph 8.154B by providing a minimum of one months' notice.
- 8.155 Due to the unknown demand from individuals at IRCs, we may vary the frequency of days on which you must attend the IRC.
- 8.156 On the Business Day immediately preceding a scheduled Detained Duty Advice Scheme IRC Rota day, the IRC will provide you with information as to the:
- number of Clients requiring Detained Duty Advice Scheme services;
 - time and date of the Detained Duty Advice Scheme surgery slots;
 - location; and
 - details of Clients you are required to see at each Detained Duty Advice Scheme surgery including any requirement for interpreters.
- 8.157 You must provide a maximum of 30 minutes advice to a Client at a Detained Duty Advice Scheme surgery without reference to the Client's financial eligibility.
- 8.158 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 When attending a Client, the Caseworker must always advise the 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 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 You must record the time spent with each Client at a Detained Duty Advice Scheme surgery on the Contract Report Form specified by us.
- 8.161A 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 You must ensure the Client is given adequate information in a written format at the end of the Detained Duty Advice Scheme surgery whether or not the matter requires further investigation. This information should sufficiently address the

outcome of the Detained Duty Advice Scheme surgery with details of the name of the Caseworker who has advised the Client.

Capacity Notification & Referral

8.162A The provisions in Paragraph 8.162B and 8.162C shall only apply where we have notified you of the same.

8.162B 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 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.

The DAC Scheme

Advanced Caseworker

8.163 If you have Schedule Authorisation to deliver a DAC 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 DAC 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 8.140 your Schedule Authorisation to deliver any such DAC Schemes will cease. Any breach of this Paragraph 8.140 shall be a Fundamental Breach.

Temporary Advanced Caseworker Absence

8.164 If an Advanced Caseworker is for any reason temporarily unavailable you may for a period of up to 6 weeks either:

- (a) nominate another experienced Senior Caseworker to provide support, advice and assistance required to any Senior Caseworkers; or
- (b) nominate an external Advanced Caseworker.

8.165 If you estimate that your Advanced Caseworker may be unavailable for more than 6 weeks, or following completion of the 6-week temporary period the Advanced Caseworker is not able to resume, you must immediately inform your Contract Manager who will decide at their reasonable discretion what you must do to comply with the Contract. This may include:

- (a) extending the use of your nominated experienced Senior Caseworker for a further limited period;
- (b) by written notice specifying that you must put in place another employed Advanced Accredited Caseworker by such period as the notice specifies; or
- (c) applying a Sanction.

Standby Days

- 8.166 Your Schedule will set out your allocated Rota slots on Standby Days on the DAC Scheme Rota throughout the Schedule period.
- 8.167 The Standby Day is the day you may be contacted by the UKVI regarding DAC and/or NSA Clients. Each Standby Day will commence at 9am and finish at 6pm.
- 8.168 On Standby Days you must have sufficient capacity to be contacted by the UKVI equal to the number of slots designated on your Schedule Authorisation.
- 8.169 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 following information:
- (a) details of the Client; and
 - (b) time, date and location of the relevant Substantive Interview.
- 8.170 You are then required on the Standby Day (and according to the Client's needs) to make initial contact with the Client and the IRC to ensure that all parties are aware of the referral and you must arrange with the Client and the IRC a date/time to attend to:
- (a) assess the Client's means in accordance with Legal Aid Legislation and any Authorisations made under it to ascertain whether you are able to advise the Client under Controlled Work in accordance with this Contract; and if necessary; and
 - (b) prepare the Client for the Attendance Day. This may include preparing any witness statements or completing any appropriate pro-forma asylum claim forms specified by the UKVI.

Attendance Day

- 8.171 The Attendance Day is the day your Senior Caseworker(s) (or Advanced Caseworker(s)) will be required to attend the IRC to assist your DAC or NSA Client at the Substantive Interview.
- 8.172 On the Attendance Day according to the Client's needs you are required to:
- (a) advise the Client prior to their Substantive Interview;
 - (b) attend (under Legal Help) at the Substantive Interview; and
- advise the Client after the decision has been served (which may be on a different day to the Attendance day).

Post Attendance Day

- 8.173 The IRC will notify you when a decision has been made on your DAC or NSA Client's application for asylum. Once you have received notification of the decision, you must then attend your DAC or NSA Client at the IRC, so that you can provide further advice.
- 8.174 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 DAC or NSA Client's right of appeal.
- 8.175 Where you have refused CLR for the appeal, but the Client still requires further advice (e.g. in relation to their continued detention) you may continue to provide advice provided that you have made a determination that the Client qualifies for civil legal services.
- 8.176 Where you have refused CLR in relation to the appeal, you must provide the Client with a CW4 and confirm in writing on the file whether or not they wish to appeal to the Independent Funding Adjudicator. If they wish to appeal to the Independent Funding Adjudicator you must assist them in the completion of the CW4 unless they decline that assistance and the CW4 must be submitted to the LAA on their behalf by close of business on the next business day.

Client is Released From the IRC or Moved to Another Facility

- 8.177 Where you have been delivering Contract Work to a Client under this Part and your Client is either released from the IRC or moved to another detention facility (including a prison), then you may continue to provide advice.
- 8.178 Where a Client has been released from detention or moves from the IRC, before you commence further Contract Work you should decide whether it is in the best interests of the Client to refer them to a more local Provider or to continue to represent them.

Rates of Payment

Detained Duty Advice Scheme Remuneration

- 8.179 You may 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.
- 8.180 The Standard Fees for attending and advising at a Detained Duty Advice Surgery are set out in the Remuneration Regulations.
- 8.181 The Standard Fee you may Claim is dependent on the number of Clients you advise at the Detained Duty Advice Scheme surgery.
- 8.182 For the avoidance of doubt if you do not attend the IRC (e.g. because the IRC confirm, prior to your attendance, that there is no requirement for a Detained Duty Advice Surgery) you will be unable to make a Claim for payment.
- 8.183 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 8.101 and the normal payment and assessment rules for Controlled Work under the Contract apply.

DAC Scheme Standby Remuneration

- 8.184 Where you have been on Standby for a day to receive calls from the UKVI with details of a DAC 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 Where you grant Controlled Work for a DAC or NSA Client the Matter can be Claimed at Hourly Rates as set out at Paragraph 8.101 and the normal payment and assessment rules for Controlled Work under this Contract apply.

PART F - PRISONS

Advice for Immigration Detainees in Prisons

- 8.186 You may provide a maximum of 30 minutes advice to a Client at a prison without reference to the Client's financial eligibility.
- 8.187 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.
- 8.188 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.
- 8.189 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.
- 8.190 You must record the time spent with each Client at a prison on the Contract Report Form specified by us.
- 8.191 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.

Rates of Payment for Advice in Prisons

- 8.192 Advice provided pursuant to Paragraph 8.186 shall be remunerated via Hourly Rates in accordance with Paragraph 8.101(p).
- 8.193 You may make any Claim for travel time or waiting time in respect of advice provided pursuant to Paragraph 8.186 and disbursements such as costs of travel and interpreting costs are also claimable as provided for under Paragraph 8.54(a).
- 8.194 Where you grant Controlled Work to a Client after giving advice pursuant to Paragraph 8.155, 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.