



Legal Aid  
Agency

# Housing Loss Prevention Advice Service

## Guidance for Service Providers

**This guidance is for use from the 27<sup>th</sup> January 2025**

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# Contents

- 1. Overview**
- 2. HLPAS Early Legal Advice**
- 3. HLPAS In Court Duty Scheme**
- 4. HLPAS Funding and Matter Starts**
- 5. HLPAS Reporting and Payments**

## **Annexes**

- **Annex 1:** List of HLPAS Schemes
- **Annex 2:** List of Independent Schemes
- **Annex 3:** HLPAS - Contract Report Form Guidance

# 1. Overview

1. Alongside mainstream category-specific services (including Housing and Debt) that form part of the 2024 Standard Civil Contract, the Legal Aid Agency (LAA) also funds the Housing Loss Prevention Advice Service.
2. The Housing Loss Prevention Advice Service (HLPAS), introduced on the 1<sup>st</sup> August 2023, replaces the previous Housing Possession Court Duty Scheme (HPCDS).
3. HLPAS operates across England and Wales. It covers:
  - **Early Legal Advice** – free legal advice (legal help) on Housing, Debt and Welfare Benefits issues to individuals with evidence showing they are at risk of possession proceedings, loss of their home or illegal eviction; and
  - **In Court Duty Scheme** – free “on-the-day” emergency advice and advocacy to anyone facing possession proceedings. Anyone in danger of eviction or having property repossessed can get free legal advice and representation at court on the day of their listed hearing.
4. For the purposes of this document these two elements are referred to as the Service. Advice under both elements of the Service is Controlled Work and will be offered to individuals regardless of their financial circumstances (i.e. it will be means free).
5. To undertake this work a provider must:
  - hold a 2024 Standard Civil Contract in the Housing and Debt categories; and
  - hold an Exclusive Schedule for a Housing Loss Prevention Advice Service under the terms of the 2024 Standard Civil Contract for the applicable Service.
6. For the purposes of this document the term ‘provider’ will mean an organisation who meets the above requirements.
7. The rules are set out in the General Specification unless superseded by the 2024 Standard Civil Contract Specification Category Specific Rules: Housing and Debt. The rules regarding HLPAS are set out in paragraphs 10.18 to 10.78 of the 2024 Standard Civil Contract Specification Category Specific Rules: Housing and Debt – see [Standard civil contract 2024 - GOV.UK \(www.gov.uk\)](https://www.gov.uk) . No work as part of the Service may be claimed that has not been authorised either under a HLPAS exclusive schedule or under the HLPAS contract specific rules. LAA Contract Managers will audit performance against the terms of the contract.
8. The HLPAS Manager for your organisation will be responsible for the overall management and delivery of the Service.
9. If a provider intends to withdraw from their exclusive schedule to operate the Service, then the notice requirements set out in the contract apply and the LAA Contract Manager must be notified.
10. If a provider withdraws from or loses their 2024 Standard Civil Contract in Housing and Debt, then their exclusive schedule to operate the Service under that contract will also terminate.
11. This provider guidance sets out details regarding the scope, operation and funding of the Service. It also details the reporting and claiming arrangements that must be used by providers.
12. **This provider guidance, plus additional documents to support the delivery and reporting of HLPAS work can be found at [Housing Loss Prevention Advice Service \(HLPAS\) - GOV.UK](#)**

[www.gov.uk](http://www.gov.uk)). We may periodically update this provider guidance and the additional documents found on this webpage to address any issues that come to light during the life of the contract. We will communicate these changes to you.

13. To support providers delivering the Service the Ministry of Justice has also established a Training Grants programme. Details of the Training Grants programme are provided outside of this guidance.

## 2. HLPAS Early Legal Advice

14. HLPAS Early Legal Advice is free legal advice (legal help) on Housing, Debt and Welfare Benefits issues to individuals with evidence showing they are at risk of possession proceedings, loss of their home or illegal eviction.

### 2.1 Scope of HLPAS Early Legal Advice

15. The scope of work for HLPAS Early Legal Advice is set out in legislation - [The Civil Legal Aid \(Housing and Asylum Accommodation\) Order 2023 \(legislation.gov.uk\)](#).

16. HLPAS Early Legal Advice involves the provision of legal advice (legal help), in person or remotely, to individuals at risk of possession proceedings, loss of their home or illegal eviction in relation to:

- (a) all Housing Matters set out in Paragraph 37 of the Category Definitions<sup>1</sup> and additionally:
  - i. the possession, status, terms of occupation, repair, improvement, eviction from, quiet enjoyment of, or payment of rent or other charges for, an individual's home;
  - ii. the rights of leaseholders under the terms of their lease or under any statutory provision (including in relation to leasehold enfranchisement); and
  - iii. allocation and transfer of housing and the provision of sites for occupation. but does not include disputes relating to any boundary of a property;
- (b) all Debt matters set out in paragraph 27 of the Category Definitions and includes rent, mortgage, council tax, utilities and court fines and additionally matters which concern non-priority debts including bank loans, credit card/HP/other regulated credit debts; and
- (c) all Welfare Benefits matters set out in paragraph 46 of the Category Definitions and additionally matters which relate to a benefit, allowance, payment, credit or pension under:
  - i. a social security enactment;
  - ii. the Vaccine Damage Payments Act 1979;
  - iii. Part 4 of the Child Maintenance and Other Payments Act 2008; and
  - iv. A council tax reduction scheme.

This may include assistance with claiming benefits where the main issue in a possession claim concerns the claiming of a benefit, allowance, payment, credit or pension.

17. HLPAS contracts have been established in certain geographical locations (HLPAS Procurement Areas) determined by the location of the courts listing possession proceedings. Although HLPAS providers may only deliver In Court duty services in the courts listed in their Exclusive Schedule the Early Legal Advice element of the contract can be delivered to any individual across England and Wales,

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<sup>1</sup> See 'Category Definitions 2024' which can be found at [Standard civil contract 2024 - GOV.UK \(www.gov.uk\)](#)

irrespective of location. There will therefore be no geographical limitations on who can be assisted (as per the delivery of legal help work more generally). Paragraphs 3.15-3.17 of the General Specification which sets out rules for accepting applications other than in person will however be applicable and so if you need to exceed the 50% limit set out in paragraph 3.17 then you will need to contact your Contract Manager who will be able to give you the required written consent. Please note once the application has been accepted then all work can be undertaken in a remote manner.

## 2.2 Eligibility for HLPAS Early Legal Advice

18. Any individual who has evidence of a risk of possession proceedings; loss of their home or illegal eviction may be given early legal advice in the areas of Housing, Debt and Welfare Benefits, as set out in Section 2.1 of this guidance. Evidence may include (**please note this is not an exhaustive list and other evidence may be appropriate**):

- (a) letter or notice to quit from a landlord (which may include a family member) where an informal licence exists or a renting arrangement lacks security of tenure;
- (b) letter before action or a notice seeking possession served by a landlord under section 83, 83Z or 107D of the Housing Act 1985; sections 8 or 21 of the Housing Act 1988; or section 128 of the Housing Act 1996;
- (c) letter from the court notifying the client that possession proceedings have been issued;
- (d) A written tenancy or license agreement confirming the client's right to legally occupy their home (from the point at which occupation commenced); or
- (e) evidence to suggest that the client had a right to legally occupy their home (from the point at which occupation commenced), including but not limited to:
  - (i) texts/emails between the client and the landlord;
  - (ii) bank statements, rent receipts or bank transfers demonstrating rental payments being made by the client or by someone else on their behalf;
  - (iii) utility and council tax bills addressed to the client at the property in question; or
  - (iv) third party accounts which suggest the client is a legal occupier; andyou must be satisfied that the client's evidence sufficiently confirms their legal occupancy status from the point at which their occupancy commenced;
- (f) a record of events that the client believes constitute an illegal eviction (written, audio or photographic), including but not limited to:
  - (i) a record of events taken by you during initial instructions, such as communications between the client and the landlord (e.g. emails, social media messages, text messages). This includes photographic, video or audio evidence of harassment by or on behalf of the landlord;
  - (ii) a contemporaneous diary kept by the Client detailing the events; or
  - (iii) evidence of a complaint to the police or a local authority about the illegal eviction.

19. This evidence, written or in any other form (where applicable), must be retained on the file. HLPAS files must be included in any file review process you undertake and will be reviewed as part of an LAA audit.

20. Provided the client meets the requirements for HLPAS Early legal advice then this advice does not need to be explicitly in relation to the possession or loss of home issue, it can be in relation to any or all of the matters listed in paragraph 16 above. However, we would only expect one HLPAS Early legal advice matter to be opened for an individual even where the issue may be multifaceted. (Note it is possible to open an additional Housing and Debt matter for the possession, loss of home or illegal eviction issue, in addition to the HLPAS Early legal advice matter, where this is appropriate to do so and the individual qualifies under normal legal aid rules.)

21. Any individual, who meets the requirements for HLPAS Early legal advice, can be given advice without an assessment of their financial circumstances as HLPAS is a non-means tested service.
22. HLPAS Early legal advice can be provided from the moment an individual is informed that possession of their home is being sought (subject to the evidence rules outlined above) and continue up to the point where the court makes an outright possession order; dismisses the possession claim or makes directions for the future conduct of the proceedings. If a listed hearing is adjourned (one or more times) then that listed hearing will not be classed as the 'first substantive possession hearing' and early legal advice may continue to be provided. In the case of illegal evictions, early legal advice can continue until you consider that no further work can be carried out under Legal Help. The usual rules on when you can end Controlled Work as set out in paragraph 3.64 of the General Specification apply which means the early legal advice may conclude before the conclusion of the possession case.

### 2.3 Operation of HLPAS Early Legal Advice

23. As HLPAS Early legal advice is Controlled work the normal arrangements and contract rules set out in the General Specification for undertaking such work apply. Guidance regarding civil legal aid work can be found here - [Legal aid guidance for professionals: Civil - detailed information - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/legal-aid-guidance-for-professionals-civil-detailed-information).
24. When opening a HLPAS Early legal advice matter start the CW1 form should be used – [CW1 form \(publishing.service.gov.uk\)](https://publishing.service.gov.uk/guidance/cw1-form). As this is a non means tested area of work no financial information is required from the client. The CW1 form contains a 'tick box' which must be used to identify this as a HLPAS Early Legal Advice case (see page 2 of the CW1 form). This means that certain sections of the CW1 form do not have to be completed. Instructions of which sections to complete are contained in the form and these must be retained on file.
25. In addition to the completed and signed CW1 form, any evidence (as set out in paragraph 18 of this guidance) should be obtained and kept on file, in addition to any other relevant case notes, documentation or correspondence (e.g. letters, emails etc).
26. HLPAS Early Legal Advice work must be claimed in the following way:
- **FOR WORK STARTED ON OR BEFORE 31<sup>ST</sup> AUGUST 2024: HLPAS Early Legal Advice claims should be made via the HLPAS Contract Report form v2.0 - see [Housing Loss Prevention Advice Service \(HLPAS\) – GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/housing-loss-prevention-advice-service-hlpas);**
  - **FOR WORK STARTED ON OR AFTER 1<sup>ST</sup> SEPTEMBER 2024: HLPAS Early Legal Advice claims should be made via CWA (as per other Controlled Work claims) – see [CWA codes guidance - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/cwa-codes).**

Further details of how to claim are set out in Section 5 of this guidance.

27. If you delegate provision of the HLPAS Early Legal Advice to an agent in accordance with paragraph 10.33 of the Contract you will continue to be responsible for all the work delivered by any agent and must claim any work undertaken by an agent (see Section 5 of this guidance).

28. Details regarding the fees paid for HLPAS Early Legal Advice work are set out in the Remuneration Regulations. Further detail can be found below in Section 4 of this guidance.



### 3. HLPAS In Court Duty Scheme

29. HLPAS In Court Duty Scheme provides “on-the-day” emergency advice and advocacy to anyone facing possession proceedings. Anyone in danger of eviction or having property repossessed can get free legal advice and representation on the day of their listed hearing.

#### 3.1 Scope of the HLPAS In Court Duty Scheme

30. The HLPAS In Court Duty scheme covers all types of possession proceedings that are within the scope of the Legal Aid, Sentencing and Punishment of Offenders Act 2012 (LASPO), as follows:

- (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.

31. See also paragraph 33 of Part 1 of Schedule 1 to the Legal Aid, Sentencing and Punishment of Offenders Act 2012.

32. HLPAS In Court Duty Schemes will be available at all courts across England and Wales where such possession proceedings are listed (including Alternative Hearing Venues) (see Annex 1 of this guidance), with the exception of courts covered by independent funding arrangements (See Annex 2 of this guidance). (nb. The LAA may take on (subject to budget) these additional courts where independent schemes are no longer in place). The Exclusive Schedule sets out what court’s providers are authorised to deliver HLPAS In Court Duty work from.

#### 3.2 Eligibility for the HLPAS In Court Duty Scheme

33. To be assisted under the HLPAS In Court Duty Scheme a person must have a relevant listed hearing (see Section 3.1 of this guidance). For the purposes of this guidance a ‘listed hearing’ includes a Review hearing<sup>2</sup> (where those are still used by the individual court) and a Substantive hearing. Where a hearing is adjourned any further Substantive hearings will also be classed as a ‘listed hearing’.

34. Any individual with a listed hearing can receive advice under the HLPAS In Court Duty Scheme without an assessment of their financial circumstances as HLPAS is a non-means tested service.

35. The HLPAS In Court Duty Scheme may assist repeat clients if they are in genuine need of it and it is appropriate to do so. For example, you can assist a client at the first hearing and then at any further subsequent hearings where the case has been previously adjourned.

36. There is no automatic entitlement under the Contract to represent clients at any listed hearings – this will be subject to eligibility under the Contract and client choice.

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<sup>2</sup> Review hearings were introduced under Covid-19 pandemic Judicial arrangements Review hearings are no longer being used. They have been included in this guidance for completeness and to ensure arrangements are clear where a court may exceptionally still use such hearings.

### 3.3 Operation of the HLPAS In Court Duty Scheme

37. The HLPAS In Court Duty Schemes operate so that one provider or a provider using one or more agents (caseworkers from other organisations) or multiple providers (in limited circumstances), offer advice and representation to clients with a listed possession hearing.
38. If you delegate provision of the HLPAS In Court Duty Scheme to an agent in accordance with paragraph 10.33 of the Contract you will continue to be responsible for all the work delivered by any agent and must claim any work undertaken by an agent (See Section 5 of this guidance).
39. All staff delivering HLPAS In Court Duty work, including via agents, must meet the essential experience requirement of being 'appropriate advisers' as set out in 10.61 of the Contract.
40. An 'appropriate adviser' **must** be on duty and available to any eligible client who requests to see an advisor during the times when the court schedules possession hearing sessions. The court will determine the number of sessions per day. If multiple court rooms are used by the court then each court room will have its own session and providers must ensure they are available to each court room session. If you are unable to provide the In court Duty Scheme at any session, in accordance with paragraph 10.63 of the Contract you must use your best endeavours to appoint a suitably qualified agent and if this is not possible you must inform your Contract Manager immediately.
41. The possession hearing sessions can be attended either in person at the court or some other off-site location or be available remotely to assist the client. A remote hearing will mean a listed hearing held by telephone or video conference. The court will determine which approach is most suitable (i.e. some courts do not have the facilities to accommodate remote hearings).
42. You must be flexible to cater for fluctuations in the demand for the HLPAS In Court Duty Scheme (i.e. cover additional sessions/ cover multiple court rooms/ see more clients if necessary/ deliver the service using the required method for the court and the Client (i.e. in person or remotely)). **Each court will have their own arrangements and it is your responsibility, via your HLPAS Manager, to communicate with the court to enable the scheme to operate effectively.**

### 3.4 Advising the Client at the HLPAS In Court Duty Scheme

#### a. Advice on the day of the listed hearing

43. The individual with a listed hearing can brief the adviser on their case and obtain advice. The adviser will then represent the client. After the listed hearing, the adviser must set out in writing to the client the advice given, the court decision and next steps in the process, including any follow up work required.
44. In summary, and in accordance with the Contract, the HLPAS In Court Duty Scheme must provide the following service to each client (where this is wanted by the client):
  - Advice (whether in person or remotely) to the Client on the day of the listed hearing;
  - Advocacy for the relevant proceedings on the day of the listed hearing (whether in person or remotely);
  - 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;
  - On the day of the listed hearing, assisting Clients to liaise with third parties, for example negotiating payments with landlords or lenders or assisting Clients with payment plans if appropriate in the circumstances;
  - Refer the Client to other providers if further advice is required (i.e., follow up work) which is beyond the scope of the HLPAS contract and where you are unable to take on this work under your 2024

Standard Civil Contract (including where the Client may not be eligible for other forms of Legal Aid) (see below); and

- Set out in writing to the Client the advice given, explaining the outcome and the options available to them. This must be completed for every client no matter what service is given. This written advice must include the LAA Privacy Notice for HLPAS (see [Housing Loss Prevention Advice Service \(HLPAS\) - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/hlpas-privacy-notice)), in accordance with Clause 16.13(c) of the Standard Terms of the 2024 Standard Civil Contract.

45. A HLPAS In Court Client Monitoring form is available to record information from the client at court, should you wish to use it. This can be found at [Housing Loss Prevention Advice Service \(HLPAS\) - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/hlpas-in-court-client-monitoring-form). Any relevant case notes (including the In Court Client Monitoring Form – where used), documentation or correspondence should be used to complete the HLPAS Contract Report Form in order to claim payment for the work undertaken (see Section 5 of this guidance).
46. HLPAS files must be included in any file review process you undertake and will be reviewed as part of an LAA audit.

### **b. Advising the client before and after the listed hearing**

47. If an individual approaches you **prior to a listed hearing** then you should consider whether the individual is eligible for HLPAS Early Legal Advice. Where the issue is not within the scope of HLPAS Early Legal Advice the provider should consider the most appropriate form of service. This could include taking the individual on as a client under your 2024 Standard Civil Contract Specification category rules - Housing and Debt where the client has an in-scope issue and meets the financial eligibility rules for legal aid.
48. If you are unable to advise the individual, then you should refer them to the In Court Duty Scheme on the day of their listed hearing.
49. If further advice work is required **after the initial listed hearing** (i.e. where the possession case has not concluded) and the client is eligible for legal aid, then you should consider whether HLPAS Early Legal Advice can be provided (see section 2.2 of this guidance). Consideration should also be given as to the most appropriate form of service for the client. This could include taking the client on under your 2024 Standard Civil Contract Specification category specific rules – Housing and Debt where the client has an in-scope issue and meets the financial eligibility rules for legal aid; referring to an alternative legal aid contract holder (where you do not hold schedule authorisation in the appropriate category) or referring the client to other non-legal aid services.
50. If further advice work is required **after the first substantive hearing** (i.e. the point that a final decision has been taken on the possession and the case is concluded) and the client is eligible for legal aid, then depending on the nature of the client’s problem the following approach should be used:
- If the follow-on advice is in relation to a **housing or debt** matter,<sup>3</sup> then you may undertake this work yourself. You, or any agent you use, are only permitted to make referrals in the following circumstances:
    - you do not have capacity to undertake the work;

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<sup>3</sup> See 'Category Definitions 2024' which can be found at [Standard civil contract 2024 - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/standard-civil-contract-2024)

- your office is some distance from the client's location, and it is not feasible to deliver either in person advice from your Office or remote advice and therefore it would be in the best interests of the client to see a provider with an office nearer the client;
  - you are not able to continue to act for the client e.g., if there is a conflict of interest;
  - (for agents only) where you do not hold a 2024 Standard Civil Contract with the Legal Aid Agency with Schedule Authorisations in the housing and debt categories of law.
- If the follow-on advice is in relation to a problem in **another category of law** then you can conduct this work (subject to you having a Schedule Authorisation in your 2024 Standard Civil Contract in the applicable category of law), or you must refer the client to an alternative provider.

51. If you use an agent to deliver the In Court Duty Scheme and a client requires a new Housing or Debt matter start but the agent does not have a 2024 Standard Civil Contract in Housing and Debt, then the agent should refer the client to you for a Legal Help case to be opened. You can claim the Legal Help matter through your 2024 Standard Civil Contract following the usual process.

## 4. HLPAS Funding and Matter Starts

52. The payment provisions for HLPAS are set out in Schedule 1, Part 1, table 6a of the Civil Legal Aid (Remuneration Regulations) - [The Civil Legal Aid \(Housing and Asylum Accommodation\) Order 2023 \(legislation.gov.uk\)](#) and can be found below. Different fees are applicable for Early Legal Advice and In Court Duty Scheme advice, as follows:

**Table 6(a): Housing Loss Prevention Advice Service (HLPAS)**

<i>Activity</i>	<i>Standard Fee</i>	<i>Escape Fee Threshold</i>
HLPAS Stage One: early legal advice	£157	£471
HLPAS Stage Two: in-court duty scheme	£75.60 (London rate) £71.55 (Non-London rate)	N/A

### 4.1 HLPAS Stage One: early legal advice

53. Where a Client qualifies for Early Legal Advice (see Section 2.2 of this guidance) you should open an Early Legal Advice Matter Start. Your HLPAS Exclusive Schedule will set out the number of Matter Starts awarded to you. You may not use Matter Starts issued in respect of Early Legal Advice to provide the In Court Duty Scheme. Where additional Early Legal Advice matter starts are required then the rules regarding Supplemental Matter Starts, as set out in Section 1 of the Specification, clauses 1.21-1.24, should be followed. You must keep a record of open Early Legal Advice Matter Starts (as per all Controlled work) to support any request for additional Matter Starts, from your Contract Manager, above the Supplemental Matter Start rules. Contract Managers will approve all requests for additional Matter Starts made.

54. Early Legal Advice Matter Starts are paid by way of Standard Fees (the HLPAS Stage 1 Payment) in accordance with the provisions set out in Section 4 of the Specification. No work undertaken through the In Court Duty Scheme should be included within a claim for HLPAS Stage 1 Payment (HLPAS Early Legal Advice), as that work will be paid for separately under the HLPAS Stage 2 Payment (HLPAS In Court Duty Scheme).

55. If you provide Early Legal Advice to a client, you may also provide In Court Duty Scheme advice to them, where this is the most appropriate form of service. Alternatively, if you provide Early Legal Advice and the client subsequently qualifies for Controlled Work under Housing or Debt then you may open a further Matter Start under your 2024 Standard Civil Contract. Claiming and payment for the Housing or Debt Matter Start Fixed Fee will be in accordance with the rules set out in Section 4 of the Specification.

### ***Disbursements***

56. HLPAS Stage 1: Early Legal Advice fees are exclusive of VAT and disbursements which may be claimed for separately (in accordance with Paragraphs 4.24 to 4.31 of the Specification). The usual rules on incurring a disbursement apply. These cases are time limited and therefore it may still be reasonable to incur a disbursement even if e.g. a report from a GP is only provided after the matter has concluded.

### ***Escape Fee Threshold***

57. Where the amount of any Claim in respect of Early Legal Advice as calculated on the basis of Hourly Rates exceeds the Escape Fee threshold as specified in the Remuneration Regulations you may apply for the Claim to be treated as an Escape Fee Case pursuant to Paragraphs 4.13 to 4.20 of the Contract. The applicable Hourly Rates for Early Legal Advice are set out in table **7(b)** of the Remuneration Regulations. Further details on claiming Escape Fee Cases can be found at Section 5 of this guidance.
58. Where you go on to open a Housing or Debt Matter for the same client then the escape fee thresholds for that Matter will be applicable and will be calculated separately to any escape fee threshold for the Early Legal Advice Matter.

### ***Payments to Agents***

59. If you delegate provision of the service to an agent in accordance with paragraph 10.33 of the Contract you will be responsible for any payments agreed between you and the agents. No payments will be made directly to agents and no management fees will be paid.

## **4.2 HLPAS Stage Two: in court duty scheme**

60. Your HLPAS Exclusive Schedule will set out the number of In Court Duty acts of assistance awarded to you. In accordance with paragraph 10.57 you are authorised to provide 10% more acts of assistance than your allocated volume without prior authorisation. If you wish to provide acts of assistance above this level you must obtain approval from the LAA, via your Contract Manager.
61. In Court Duty Scheme acts of assistance are paid by way of Standard Fees (the HLPAS Stage 2 Payment) which are split into a London and Non-London rate.
62. The HLPAS In Court Duty fee covers any work done at a session whether it is advice or representation.
63. The fee covers all the work for a client in relation to a single listed hearing on the day. (Nb. You cannot claim the HLPAS Stage Two: in court duty scheme fee for any advice given to individuals who do not have a hearing listed on the day even if they have a hearing listed in the future.)
64. If you advise or represent the Client at more than one hearing (i.e. where hearings are adjourned)) then fees are claimable for each hearing for the same client.
65. If multiple advisers are available for a single session (in a single court room) then claims should be aggregated for that session for the purposes of claiming the correct fee (see paragraphs 70 - 72 of this guidance for further detail).
66. You cannot claim a fee for more than one client in relation to a single listed possession hearing (e.g. joint tenants or joint mortgage holders).
67. The fee covers initial work in discussing the nature of the problem and deciding whether the client would benefit from Legal Help (including Early Legal Advice, where appropriate) or a certificate is needed for further representation.
68. If you provide advice at the listed hearing and, subsequently open a new HLPAS Early Legal Advice or Housing or Debt Matter Start under your 2024 Standard Civil Contract in relation to the same case then you can claim payment for the Matter Start in addition to payment for providing the In court Duty Scheme advice at the listed hearing. The appropriate Standard Fee will apply. (Nb. Payment for the Housing or Debt Matter Start Fixed Fee will be paid in accordance with Section 4 of the Specification.)

69. If the client has a substantive defence or other issues which require further representation work, you can make an appointment for them on another day to receive advice, or you can arrange to attend in person at court or some other off-site location or be available remotely on another day to represent the client, and this may be funded as certificated work, subject to means and merits tests being satisfied.

### ***Nil Sessions***

70. If, in any In Court Duty Scheme session, you are available to advise clients (in person at court or some other off-site location or remotely) but you perform no work for clients (a nil session), or you only see a single Client, then you will be paid on the basis that you have advised two clients during the session.

71. To claim a 'nil session' an advisor must have been available to clients at the session, as determined by the court. As set out in section 3.3 of this guidance if multiple court rooms are used by the court then each court room will have its own session and 'nil sessions' can be claimed for each even if the same Advisor is covering both court rooms at the same time.

72. Where multiple advisors are available to clients for the same session (in the single court room) then all claims, including 'nil session' claims, should be aggregated to determine the correct fee:

For example: Advisor 1 and Advisor 2 are available at a single session in a single court room:

- Neither Advisor helps a client – payment will be on the basis of a single 'nil session' and paid on the basis of two clients seen (nb. each advisor can't claim a nil session each);
- Advisor 1 does not help a client and Advisor 2 helps 1 client – payment will be on the basis a single client seen and so paid on the basis of two clients seen (nb. Adviser 1 can't claim a nil session);
- Advisor 1 helps 1 client and Advisor 2 helps 1 client – payment will be on the basis of two clients seen (nb. these would not therefore be classed as 'nil session' claims and would instead be classed as a multiple claim).

### ***Disbursements***

73. There are no additional payments for travel or waiting for the In Court Duty Scheme. No additional payments will be made beyond the individual HLPAS Stage two: in court duty scheme fee other than for disbursements incurred in representing a client at a remote hearing or for interpretation services immediately prior to and immediately after an in person or remote hearing (in accordance with Paragraphs 2.47 and 2.51 and 4.24 to 4.31 of the contract), but not beyond the day of the hearing.

74. Disbursements incurred in representing a client at a remote hearing will cover the cost for an individual case to be heard remotely e.g. the cost of setting up a call to dial into a hearing using e.g., BT Meet Me. It would not cover a general administrative cost e.g. purchasing a Zoom license or phone contract.

75. You must ensure that where interpretation services are required that these are available on the day of the hearing. This is likely to be via telephone as you will not know the different language requirements until the day and therefore you will need access to a service that doesn't require pre-booking. To enable this we would not expect 3 quotes to be obtained each time an interpreter is required. Instead, we would be required you to source 3 reasonable alternative quotes within the previous 12 months. A record should be kept on file.

### ***Payments to Agents***

76. If you delegate provision of the service to an agent in accordance with paragraph 10.33 of the Contract you will be responsible for any payments agreed between you and the agents. No payments will be made directly to agents and no management fees will be paid.



## 5. HLPAS Reporting and Payments

77. Providers must ensure that all correspondence and information regarding the client is retained on file. As a minimum this should include:

78. For HLPAS Early Legal Advice:

- A completed CW1 form – which can be found at [CW1 form \(publishing.service.gov.uk\)](https://www.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/100000/cw1-form.pdf);
- A copy of the written evidence of possession and loss of home (See Section 2.2 of this guidance); and
- Any case notes, relevant documentation, and correspondence.

79. For HLPAS In Court Duty:

- Any information collected at court on the client and the case (nb. this could be information contained in the optional HLPAS In Court Client Monitoring Form); and
- a copy of the follow up communication.

80. The information collected on the above documents should be used by the contract schedule holder to claim for all HLPAS work. Where the service is delivered through multiple contract schedule holders each will be expected to report their own work. Providers using agents to deliver the service are responsible for reporting all work done under the Exclusive Contract Schedule (i.e. agents will not report work separately). Additionally, providers with more than one HLPAS Exclusive Contract Schedule should claim for each separately.

**81. PLEASE NOTE THAT THE WAY HLPAS IS REPORTED AND PAID CHANGES FROM THE 1<sup>ST</sup> SEPTEMBER 2024. THE FOLLOWING GUIDANCE SHOULD BE FOLLOWED:**

- **FOR WORK STARTED ON OR BEFORE 31<sup>ST</sup> AUGUST 2024:** HLPAS Early Legal Advice claims **AND** HLPAS In Court Duty Advice claims should be **made via the HLPAS Contract Report form v2.0** - see [Housing Loss Prevention Advice Service \(HLPAS\) – GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/hlpas-contract-report-form). Further guidance on completing the HLPAS Contract Report Form can be found at Annex 3 of this guidance.
- **FOR WORK STARTED ON OR AFTER 1<sup>ST</sup> SEPTEMBER 2024:**
  - **HLPAS Early Legal Advice** claims should be **made via CWA (as per other Controlled Work claims)** – see ‘Guidance for Reporting Controlled Work’ and ‘Procurement Areas and Access Points’ at [CWA codes guidance - GOV.UK](https://www.gov.uk/guidance/cwa-codes-guidance) and
  - **HLPAS In Court Duty Advice** claims should be **made via the HLPAS Contract Report form v2.0** – see [Housing Loss Prevention Advice Service \(HLPAS\) – GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/hlpas-contract-report-form). Further guidance on completing the HLPAS Contract Report Form can be found at Annex 3 of this guidance.

82. All reporting submissions (whether via CWA or via the HLPAS Contract Report form) must be made in a timely manner.
83. Claims should be made electronically via the **CWA** application within LAA Online. The deadline for electronic submissions is the 20th of the following month to which the submission relates e.g. March submission should be reported by no later than 20 April. For further information go to: <http://www.gov.uk/guidance/submit-a-contracted-work-and-administration-cwa-claim-online>. Payments will be made as part of your Standard Monthly Payment for Controlled Work.
84. Claims made electronically via the **HLPAS Contract Report form** should be submitted via e-mail to [HousingLossPreventionAdviceService@justice.gov.uk](mailto:HousingLossPreventionAdviceService@justice.gov.uk) or uploaded into Secure File Exchange. Details on how to register and use Secure File Exchange can be found at [Secure File Exchange - GOV.UK \(www.gov.uk\)](http://www.gov.uk/guidance/secure-file-exchange). **Claims** should aim to be submitted in the month after the advice has been given/concluded. The deadline for submissions is the **10th** of the month. Claims should not be submitted after 6 months from the date the advice was given/concluded. Payment for work done is triggered by the LAA receiving fully completed HLPAS Contract Report Forms on a monthly basis. Where submissions are received in time payments will be made as early as possible following the receipt of the submission. Failure to report on time will lead to a delay in payment being made. Payments will be monthly in arrears for work undertaken and will be paid separately to your Standard Monthly Payment for other Controlled Work. Any issues regarding the submission of reports should be sent to [HousingLossPreventionAdviceService@justice.gov.uk](mailto:HousingLossPreventionAdviceService@justice.gov.uk).

### ***Claiming for Escape Fee Cases***

85. Where the HLPAS Early Legal Advice case that you are claiming for meets the Escape Fee Threshold you must:
86. **FOR WORK STARTED ON OR BEFORE 31<sup>st</sup> AUGUST 2024** submit your claim through the HLPAS Contract Report Form as per any other HLPAS Early Legal Advice case. Providers must report the actual profit costs (including travel and waiting) incurred when making any claim and the HLPAS Contract Report Form will use this information to determine whether the case meets the Escape Fee Threshold. The HLPAS Contract Report Form will automatically populate the 'Escape Fee Case Flag' field with a Y (yes) or N (no) accordingly depending on whether the profit costs incurred exceeds three times the value of the HLPAS stage 1 – early legal advice fixed fee.
87. Where a case is flagged as meeting the Escape Fee Threshold (i.e., a 'Y' in the Escape Fee Case Flag field) then payment for that case will be calculated based on the fixed fee plus disbursements (and applicable VAT). This payment will be made alongside all other HLPAS claims within the monthly submission.
88. **FOR WORK STARTED ON OR AFTER 1<sup>st</sup> SEPTEMBER 2024** submit your claim through CWA as with any other controlled work.
89. In order to claim for further payment in relation to ALL HLPAS Early Legal Advice escape cases providers must complete an Escape Fee Case Claim form and send to the LAA for a cost assessment. Please use

the guidance and the EC-CLAIM1: escape fee case claim form - civil which can be found at - [EC-CLAIM 1: escape fee case claim form - GOV.UK \(www.gov.uk\)](#).

90. **Please note: where any document on the above webpage, including the 'Escape Claim checklist', refers to the 'CWA system' then this is only applicable for cases started on or after 1<sup>st</sup> September 2024. For cases started on or before 31<sup>st</sup> August 2024 then any reference to the 'CWA system' should be read as the 'HLPAS Contract Report Form'.**

91. The documentation you will need to submit, as set out in page 3 of the 'Guidance for electronic submission of Escape Case Claims', is as follows:

- EC CLAIM1 form and case summary
- Controlled Work Application form (CW1 / CW2)
- means assessment evidence
- disbursement vouchers
- running record of costs or cost ledger
- file notes in support of all items of 1 hour or 10 units, or more.
- any other information or documents you feel we should consider and that can be scanned and sent electronically (for example expert reports or documents considered)

**Please note: no means assessment evidence will be required and a CW1 form must be used.**

92. All claims should be submitted via email to [mhu-ec@justice.gov.uk](mailto:mhu-ec@justice.gov.uk) or by using Secure File Exchange (SFE) through the Galaxkey platform (or a combination of both). Details on how to register and use Secure File Exchange can be found at [Secure File Exchange - GOV.UK \(www.gov.uk\)](#).

93. Once the case has been assessed by the LAA any additional payment at hourly rates will be paid as early as possible following the determination.

## Annex 1: List of HLPAS Schemes

HLPAS area	Courts Covered
Aberystwyth	Aberystwyth County Court
Aldershot, Basingstoke	Aldershot Justice Centre Basingstoke County Court and Family Court
Barnet	Barnet Civil and Family Courts Centre
Barnsley	Barnsley Law Courts
Barnstaple, Torquay & Newton Abbott	Barnstaple Magistrates', County and Family Court Torquay and Newton Abbot County and Family Court
Barrow in Furness, Carlisle	Barrow-in-Furness County Court and Family Court Carlisle Combined Court Centre
Basildon	Basildon Combined Court
Bath, Bristol	Bath County Court and Family Court Bristol Civil and Family Justice Centre
Bedford	Bedford County Court and Family Court
Birkenhead	Birkenhead County Court and Family Centre
Birmingham	Birmingham Civil and Family Justice Centre
Blackpool, Preston	Blackpool County Court and Family Court Preston Combined Court Centre
Blackwood, Newport (Gwent)	Blackwood Civil and Family Court Newport (Gwent) Civil and Family Court
Bodmin, Truro	Bodmin County Court and Family Court Truro County Court and Family Court
Boston, Lincoln	Boston County Court and Family Court Lincoln County and Family Court
Bournemouth, Weymouth & Dorchester	Bournemouth Combined Court Weymouth Combined Court
Bradford, Skipton	Bradford Combined Court Centre Skipton County Court and Family Court
Brentford	Brentford County Court and Family Court

Brighton	Brighton County Court and Family Court
Bromley	Bromley County Court
Burnley	Burnley Combined Court Centre
Bury St Edmunds	Bury St Edmunds Court
Caernarfon	Caernarfon Justice Centre
Cambridge	Cambridge County Court and Family Court
Canterbury	Canterbury Combined Court Centre
Cardiff	Cardiff Civil and Family Justice Centre
Carmarthen, Haverfordwest, Llanelli	Carmarthen County Court and Family Court Haverfordwest County Court and Family Court Llanelli County Court
Central London	Central London County Court
Cheltenham, Gloucester	Gloucester and Cheltenham County and Family Court
Chester	Chester Civil and Family Justice Centre
Chesterfield	Chesterfield Justice Centre
Coventry	Coventry Combined Court Centre
Crewe	Crewe County Court and Family Court
Croydon	Croydon County Court and Family Court
Darlington	Darlington County Court and Family Court
Dartford	Dartford County Court and Family Court
Derby	Derby Combined Court Centre
Dewsbury, Huddersfield	Huddersfield County Court and Family Court
Doncaster	Doncaster Justice Centre North
Dudley	Dudley County Court and Family Court
Durham	Durham County Court and Family Court
Edmonton	Edmonton County Court and Family Court
Gateshead	Gateshead County Court and Family Court
Grimsby	Great Grimsby Combined Court Centre
Guildford	Guildford County Court and Family Court
Hammersmith and Fulham	Wandsworth County Court and Family Court

Hastings, Lewes	Hastings County Court and Family Court Lewes Combined Court Centre
Hertford, Watford	Hertford County Court and Family Court Watford County Court and Family Court
High Wycombe	High Wycombe County Court and Family Court
Horsham, Worthing	Horsham County Court and Family Court Worthing County Court and Family Court
Hull	Kingston-upon-Hull Combined Court Centre
Isle of Wight	Isle of Wight Combined Court
Islington	Clerkenwell and Shoreditch County Court and Family Court
Kidderminster, Redditch, Worcester	Hereford County Court and Family Court Worcester Combined Court
Kingston	Kingston-upon-Thames County Court
Lancaster	Lancaster Magistrates Court
Leeds	Leeds Combined Court Centre
Leicester	Leicester County Court and Family Court
Liverpool	Liverpool Civil and Family Court
Luton	Luton County Court and Family Court
Maidstone, Medway	Maidstone Combined Court Centre Medway County Court and Family Court
Manchester	Manchester County Court and Family Hearing Centre
Mansfield	Mansfield Magistrates' and County Court
Merthyr Tydfil, Pontypridd	Merthyr Tydfil Combined Court Centre Pontypridd County Court and Family Court
Milton Keynes	Milton Keynes County Court and Family Court
Mold, Rhyl, Wrexham	Mold County Court and Family Court Prestatyn Justice Centre Wrexham County and Family Court
Neath & Port Talbot, Swansea	Port Talbot Justice Centre Swansea Civil Justice Centre

Newcastle (inc the AHV at Berwick upon Tweed and Bedlington courts)	Newcastle Civil & Family Courts and Tribunals Centre
Newham	Stratford County Court
North Shields	North Shields County Court and Family Court
Northampton	Northampton Crown, County and Family Court
Norwich, Kings Lynn, Great Yarmouth	Norwich Combined Court Centre
Nottingham	Nottingham County Court and Family Court
Oxford	Oxford Combined Court Centre
Peterborough	Peterborough Combined Court Centre
Plymouth	Plymouth Combined Court
Portsmouth	Portsmouth Combined Court Centre
Reading	Reading County Court and Family Court
Romford	Romford County Court and Family Court
Rugby, Nuneaton	Nuneaton County Court Warwick Combined Court
Salisbury, Swindon	Salisbury Law Courts Swindon Combined Court
Scarborough, York, Harrogate	Harrogate Justice Centre Scarborough Justice Centre York County Court and Family Court
Sheffield	Sheffield Combined Court Centre
Slough	Slough County Court and Family Court
South Shields	South Shields County Court and Family Court
Southampton	Southampton Combined Court Centre
Southend	Southend County Court and Family Court
Southwark	Clerkenwell and Shoreditch County Court and Family Court
St Helens	St Helens County Court and Family Court
Stafford	Stafford Combined Court Centre
Stockport	Stockport Magistrates' and County Court
Stoke On Trent	Stoke-on-Trent Combined Court
Sunderland	Sunderland County, Family, Magistrates' and Tribunal Hearings

Taunton, Yeovil	Taunton Crown, County and Family Court Yeovil County, Family and Magistrates' Court
Teesside	Teesside Combined Court Centre
Telford	Telford County Court and Family Court
Thanet	Thanet County Court and Family Court
Uxbridge	Uxbridge County Court and Family Court
Wakefield	Wakefield Civil and Family Justice Centre
Walsall	Walsall County and Family Court
Wandsworth	Wandsworth County Court and Family Court
Weston Super Mare	Weston-Super-Mare County Court and Family Court
Whitehaven	West Cumbria Courthouse
Wigan	Wigan County Court and Family Court
Willesden	Willesden County Court and Family Court
Winchester	Winchester Combined Court Centre
Wolverhampton	Wolverhampton Combined Court Centre



## Annex 2: List of Independent schemes (not funded through Legal Aid HLPAS)

	<b>Court</b>
1	Exeter
2	Chelmsford
3	Ipswich
4	Hull

## Annex 3: Housing Loss Prevention Advice Service - Contract Report Form Guidance

For use with version 2.0 of the HLPAS Contract Report Form. Please note the HLPAS – Contract Report Form has multiple worksheets as outlined in the table below:

Worksheet	Detail
<b><u>The following worksheets contain the Claim Forms that must be completed for each submission:</u></b>	
<b>Provider Detail and Claim summary</b>	Provider Details to be completed once per submission. The Claim summaries will automatically summarise data entered onto the Claim Forms.
<b>HLPAS In Court Claim Form</b>	To only be used when claiming for HLPAS In Court Duty work (nb. this should include any HLPAS In Court Duty work undertaken by Agents on your behalf)
<b>HLPAS Early Legal Advice Claim Form</b>	To only be used when claiming for HLPAS Early Legal Advice work <b>opened on or before 31<sup>st</sup> August 2024</b> (nb. this should include any work undertaken by Agents on your behalf)
<b><u>The following worksheets provide guidance in relation to the codes that should be used when completing the above Claim Forms in the HLPAS Contract Report Form:</u></b>	
<i>Ethnicity Codes Guidance</i>	<b>To be used when completing <u>both</u> the HLPAS In Court claim form and the HLPAS Early Legal Advice claim form</b>
<i>Matter Type 1 Codes Guidance</i>	
<i>Matter Type 2 Codes Guidance</i>	
<i>Stage Reached Codes Guidance</i>	
<i>Outcome Codes Guidance</i>	
	<b>To be used when completing the HLPAS Early Legal Advice claim form only</b>

## Worksheet: Provider Detail and Claim Summary

These must be completed once per submission and should be completed first.

Field	Use	Format
Provider Office Name	The name of the HLPAS schedule holder	
Office Account Number	The office account number of the above provider under which HLPAS work is claimed, e.g., 0A123B	Alphanumeric
Office Schedule Number	The office schedule number that you are reporting work against as set out on your HLPAS Exclusive Schedule.	
Submission Month	Select the month from the drop-down list	Mm
Submission Year	Select the year from the drop-down list	YYYY
London or Non-London Rates	Select London or Non-London from the drop-down list	
Is your organisation VAT registered?	Select Yes or No from the drop-down list	

### HLPAS In Court Claim Summary

**Please note: This table does not require completion.** It will automatically summarise data entered onto the HLPAS In Court claim form. The table summarises the volume and value of claims a provider is making in the submission for In Court work. It summarises the volume and value of any nil sessions claimed, disbursements and total payment value. The table also flags where the submission includes incomplete lines and out of date claims – these will not be paid.

### HLPAS Early Legal Advice Claim Summary

**Please note: This table does not require completion.** It will automatically summarise data entered onto the HLPAS Early Legal Advice claim form. The table summarises the volume and value of claims a provider is making in the submission for Early Legal Advice. It includes total disbursement value and total payment value.

## Worksheet: HLPAS In Court Claim Form

This worksheet must be completed when claiming for HLPAS In Court Duty work only. (nb. this should include any HLPAS In Court Duty work undertaken by Agents on your behalf.)

All fields of the HLPAS In Court Claim Form must be fully completed, where stated, to report and claim payment for each client assisted. Where a client does not wish to provide their gender, ethnicity or state whether they have a disability, please use the unknown option in the relevant fields.

When claiming disbursements (see Section 4.2 of this guidance) a total figure per client (inclusive of VAT) should be included in the HLPAS In Court Claim Form.

When claiming for a 'nil session' where no clients were seen (see Section 4.2 of this guidance) you must complete the first ten fields of the HLPAS In Court Claim Form (with the exception of the 'Alternative Hearing venue' field which can be left blank if not required) and leave all other fields blank.

Sessions where no clients were seen may only be claimed for if the session took place and an advisor was available. Late notice cancellations of sessions by the court (i.e. cancelled on the day they were intended to be held) may only be claimed for where there was no notice of cancellation before the advisor made themselves available. No claims may be made for cancelled sessions where notification was made in advance.

### Claim Fields

These fields must be completed for every nil session and acts of assistance.

Field	Use	Format
<b>Listing Court</b>	The name of the Listing court must be selected as set out in your Office schedule.  (nb. Any HLPAS In Court Duty Scheme covering multiple courts should report all work on one reporting form. Any court not listed in the drop down list would be classed as an Alternative Hearing Venue and should be added under that field of the form. In this circumstance the listing court field must still be completed from the drop down list.)	<b>SELECT FROM THE DROP-DOWN LIST</b>
<b>Scheme Name</b>	The name of the HLPAS Scheme Area set out in your Office schedule.	<b>THIS FIELD WILL BE AUTOPOPULATED BASED ON THE LISTING COURT SELECTED</b>
<b>Organisation giving advice</b>	The name of the agency or firm undertaking the work.	
<b>Name of person giving advice</b>	The name of the individual undertaking the work.	
<b>Agent/Third Party giving advice</b>	Confirm if the individual is an Agent or Third Party operating on your behalf.	Y/ N  <b>SELECT FROM THE DROP-DOWN LIST</b>

<b>Alternative Hearing Venue (including any off-site location)</b>	Select a venue from the drop-down list or type in the venue name if not listed. (NB. Please leave blank if not relevant)	
<b>Date of session</b>	The date of the session	dd/mm/yyyy
<b>Session Duration</b>	The duration of the session.	Morning Afternoon  <b>SELECT FROM THE DROP-DOWN LIST</b>
<b>Court Room Number (where multiple courts are in use)</b>	Select the appropriate number from the drop-down list. (NB. Please use 'N/A' for a Review hearing, if appropriate.)	<b>SELECT FROM THE DROP-DOWN LIST</b>
<b>Clients per Session</b>	Select the appropriate from the drop-down list (i.e., nil session, single client or multiple clients (2+) per session):	Nil Single Multiple  <b>SELECT FROM THE DROP DOWN LIST</b>
<b>Case Advice method</b>	Select the appropriate case method.	in person Remote  <b>SELECT FROM THE DROP-DOWN LIST</b>
<b>Total Disbursements (inclusive of VAT)</b>	Please insert the overall amount being claimed in disbursements for an individual client (£), where appropriate.	

These fields must be completed for every act of assistance.

Field	Use	Format
<b>Case reference</b>	The case reference assigned to enable easy location of the file/record should this be required by the Legal Aid Agency.	Alphanumeric
<b>Time Taken (minutes)</b>	Time spent on the case in minutes	Numeric
<b>Client Forename</b>	The forename of the client	
<b>Client Surname</b>	The surname of the client	
<b>Client date of birth</b>	The date of birth of the client	dd/mm/yyyy
<b>Gender</b>	Gender of client	Single letter: F - Female M - Male U - Unknown  <b>SELECT FROM THE DROP-DOWN LIST</b>
<b>Client National Insurance Number</b>	(NB. If the client does not know the NINO please leave blank)	
<b>Client Postcode</b>	This should be the clients home postcode. It is important that the client's	Allowable formats are:  AN NAA (e.g. M1 1AA)

	FULL, accurate, postcode is entered. If the client does not know their postcode Royal Mail operates a telephone postcode enquiry service on 0906 302 1222 or visit <a href="http://royalmail.com">royalmail.com</a> here <a href="http://royalmail.com">royalmail.com</a> . Do not enter fictitious codes. If you or the client genuinely cannot provide an accurate postcode (perhaps because new properties have not yet had their codes notified) or if the client is homeless you should enter NFA.	ANN NAA (e.g. M60 1NW) AAN NAA (e.g. CR2 6XH) AANN NAA (e.g. PL25 4HH) ANA NAA (e.g. W1A 1HQ) AANA NAA (e.g. EC1A 1BB)  NFA
<b>Ethnicity</b>	Ethnic origin of client.	See Worksheet: Ethnicity Codes Guidance (in this Annex)  <b>SELECT FROM THE DROP DOWN LIST</b>
<b>Disability</b>	Client disability indicator. The disability a client considers themselves to have (if any). If the client has multiple disabilities, choose the description that reflects the predominant disability.  If client does not consider themselves disabled, record code NCD.  If client does not wish to provide this, record code UKN.	NCD - Not Considered Disabled UKN - Unknown Mental Health Condition Mobility Impairment Learning Disability/Difficulty Deaf Hearing Impaired Visually Impaired Blind Long-standing Illness/Health condition Other  <b>SELECT FROM THE DROP DOWN LIST</b>
<b>Type of proceedings</b>	The type of proceedings the client is subject to or bringing.	Possession Proceedings Warrant Applications Orders for Sale  <b>SELECT FROM THE DROP-DOWN LIST</b>
<b>Tenure</b>	The tenure of the client.	Tenant – LA (Local Authority) Tenant – RSL (Registered Social Landlord) Tenant - Private Mortgage  <b>SELECT FROM THE DROP-DOWN LIST</b>

<b>Outcome</b>	The outcome for the client at the end of the listed hearing. Options available will depend on the type of proceedings selected. Select the outcome that best describes the outcome of the listed hearing.	<b>Type of proceedings</b>	<b>Outcome options</b>
		Possession Proceedings	Adjourned on terms Adjourned fixed period Suspended possession order Postponed possession order Time order Outright order Withdrawn by claimant Dismissed Moved from Review to Substantive Other
		Warrant Applications	Adjourned Stayed/ Suspended Dismissed Moved from Review to Substantive Other
		Orders for Sale	Granted Refused Moved from Review to Substantive Other
		<b>SELECT FROM THE DROP-DOWN LIST</b>	
<b>UCN</b>	Unique Client Number. Auto generated using name and date of birth.	<b>THIS FIELD WILL BE AUTO POPULATED.</b>	
<b>Fee (excluding VAT)</b>		Administrative only	
<b>VAT</b>		Administrative only	
<b>Disbursement</b>		Administrative only	
<b>Total</b>		Administrative only	

## Worksheet: HLPAS Early Legal Advice Claim Form

This worksheet must be completed when claiming HLPAS Early Legal Advice work **started on or before the 31<sup>st</sup> August 2024 only**. (n.b. this should include any HLPAS Early Legal Advice work undertaken by Agents on your behalf.)

All fields of the HLPAS Early Legal Advice Claim Form must be fully completed in order to report and claim payment for each client assisted. The only field which can be left blank is the Client National Insurance Number, as clients may not always know this information. Where a client does not wish to provide their gender, ethnicity or state whether they have a disability, please use the unknown option in the relevant fields. For some of the financial fields a £0 (zero) will be allowable.

Field	Use	Format
<b>Name of Person Giving Advice</b>	The name of the individual undertaking the work.	Text
<b>Case reference number</b>	Case reference refers to your organisation's reference for the matter. This reference is essential for effective auditing of contracts. Ensure that this reference enables the file to be retrieved if it is requested at an audit. Ensure that this will take account of any archiving system.	Alphanumeric
<b>Case Start Date</b>	The start date for the legal aid case. This will form part of the UFN. This date will be the date the matter opened. This will usually be the date when the client signed the CW1 application form, but may be earlier where telephone advice was given before signature. This must be recorded in the format: DD/MM/YYYY e.g. 5th February 2009 should be recorded 05/02/2009.	dd/mm/yyyy
<b>Case ID</b>	The Case ID is a 3-digit number made up by the Provider. Within a Provider office all cases opened on any particular day should have a different Case ID. This will ensure the uniqueness of the UFN within a Provider office. If you always started 10 cases a day it would be acceptable for you to re-use the case ids of 001-010 for your 10 cases each day, as the differing case start date would ensure that the UFNs were unique.	e.g. 001
<b>Unique File Number (UFN)</b>	The UFN is compiled of the Case Start Date and a 3 digit Case ID. This will uniquely identify a legal aid case (when combined with the Provider Office account number).	DDMMYY/000 <b>THIS FIELD WILL BE AUTO POPULATED.</b>
<b>Procurement Area</b>	Record the Procurement Area which reflects the location set out in your Office schedule from which work undertaken.	<b>SELECT FROM THE DROP DOWN LIST</b>
<b>HLPAS Area</b>	Record the HLPAS Area which reflects the location set out in your Office schedule from which work undertaken.	<b>SELECT FROM THE DROP DOWN LIST</b>
<b>Client Forename</b>	Forename of the client receiving legal aid.	Text
<b>Client Surname</b>	Surname of the client receiving legal aid.	Text
<b>Client Date of Birth</b>	Client date of birth (dob)	dd/mm/yyyy
<b>Client National Insurance Number</b>	(NB. If the client does not know their NINO please leave blank)	Alphanumeric
<b>Unique Client Number (UCN)</b>	Made up of client's dob/clients initial/first 4 letters of clients surname (a minimum of 2 letters will be accepted for Surname) e.g. 05051962/M/SMIT for client Mark Smith with a date of birth 05/05/1962	DDMMYYYY/A/AAAA <b>THIS FIELD WILL BE AUTO POPULATED.</b>



<b>Client Postcode</b>	This should be the clients home postcode. It is important that the client's FULL, accurate, postcode is entered. If the client does not know their postcode Royal Mail operates a telephone postcode enquiry service on 0906 302 1222 or visit <a href="http://royalmail.com">royalmail.com</a> here <a href="http://royalmail.com">royalmail.com</a> . Do not enter fictitious codes. If you or the client genuinely cannot provide an accurate postcode (perhaps because new properties have not yet had their codes notified) or if the client is homeless you should enter NFA.	Allowable formats are:  AN NAA (e.g. M1 1AA) ANN NAA (e.g. M60 1NW) AAN NAA (e.g. CR2 6XH) AANN NAA (e.g. PL25 4HH) ANA NAA (e.g. W1A 1HQ) AANA NAA (e.g. EC1A 1BB)  NFA
<b>Gender</b>	Gender of client  Where a client does not wish to provide this information please use Unknown.	Single letter: F - Female M - Male U - Unknown  <b>SELECT FROM THE DROP DOWN LIST</b>
<b>Ethnicity</b>	Ethnicity of client.  Where the client does not wish to provide this information please use Unknown.	See Worksheet: Ethnicity Codes Guidance (P.28 of this guidance)  <b>SELECT FROM THE DROP DOWN LIST</b>
<b>Disability</b>	Client disability indicator.  The disability a client considers themselves to have (if any). If the client has multiple disabilities, choose the description that reflects the predominant disability.  If client does not consider themselves disabled, record code NCD.  If client does not wish to provide this, record code UKN.	NCD - Not Considered Disabled UKN - Unknown Mental Health Condition Mobility Impairment Learning Disability/Difficulty Deaf Hearing Impaired Visually Impaired Blind Long-standing Illness/Health condition Other  <b>SELECT FROM THE DROP DOWN LIST</b>
<b>Case Concluded date</b>	The date case was concluded by the Provider.	dd/mm/yyyy
<b>Matter Type 1</b>	The description of what the matter is about. Please enter the code that reflects the most significant legal issue dealt with during the case.	See Worksheet: Matter Type 1 Codes Guidance (below in this Annex)  <b>SELECT FROM THE DROP DOWN LIST</b>
<b>Matter Type 2</b>	The description of the status of the client.	See Worksheet: Matter Type 2 Codes Guidance (below in this Annex)  <b>SELECT FROM THE DROP DOWN LIST</b>
<b>Stage Reached</b>	The stage that has been reached in the case. This should correspond to the "highest" level of assistance provided to the client.	See Worksheet: Stage Reached Codes Guidance (below in this Annex)  <b>SELECT FROM THE DROP DOWN LIST</b>

<b>Outcome for Client</b>	The description of what outcome has been reached for the client. The codes are split into Matter concluded and Matter non concluded. Please choose the one that appears to be the most significant for the client.	See Worksheet: Outcome Codes Guidance (below in this Annex) <b>SELECT FROM THE DROP DOWN LIST</b>
<b>Advice time</b>	Time spent in minutes. This includes time spent on anything that is not travel and waiting, including telephone calls and letters. (Please record 6 minutes for each standard letter/telephone call).	Numeric
<b>Travel time</b>	Time spent travelling in minutes	Numeric
<b>Waiting time</b>	Time spent waiting in minutes	Numeric
<b>Profit Costs excluding VAT</b>	Total amount of actual profit costs (excluding VAT) incurred. Including travel and waiting but not disbursements.	Numeric
<b>Escape Fee Case Flag</b>	This field will identify that the case meets the Escape Fee Threshold. It is calculated using the profit costs excluding VAT field.	Administrative only Y/N <b>THIS FIELD WILL BE AUTO POPULATED.</b>
<b>Disbursements excluding VAT</b>	Total amount of disbursements (excluding VAT)	Numeric
<b>Disbursements VAT amount</b>	The VAT rate to be applied is the rate that was applicable on the date the case was concluded.	Numeric
<b>Counsel Costs excluding VAT</b>	Total amount of counsel fees (excluding VAT)	Numeric
<b>Travel and waiting costs excluding VAT</b>	To confirm the total travel and waiting time in monetary form. You should ensure that claimable travel and waiting costs are included in the Profit Costs/Counsel Costs fields.	Numeric
<b>Final Claim value (excl. VAT)</b>		Administrative only
<b>VAT</b>		Administrative only
<b>Final Claim Value (incl. VAT)</b>		Administrative only

## Worksheet: Ethnicity Codes Guidance

To be used when completing the 'Ethnicity' field in both the HLPAS In Court Claim form and the HLPAS Early Legal Advice Claim form. Please enter the relevant code.

<b>Code</b>	<b>Description</b>
00	Other
01	White British
02	White Irish
03	Black or Black British African
04	Black or Black British Caribbean
05	Black or Black British Other
06	Asian or Asian British Indian
07	Asian or Asian British Pakistani
08	Asian or Asian British Bangladeshi
09	Chinese
10	Mixed White & Black Caribbean
11	Mixed White & Black African
12	Mixed White & Asian
13	Mixed Other
14	White Other
15	Asian or Asian British Other
16	Gypsy/Traveller
99	Unknown

## Worksheet: Matter Type 1 Codes Guidance

This worksheet lists the matter type 1 codes that must be used when completing the HLPAS Early Legal Advice claim form only. They describe what the matter is about. Please enter the code that reflects the most significant legal issue dealt with during the case.

Code	Description
<b>LHPR</b>	<b>Possession - Rent Arrears</b> a) A claim for possession has been made or is due to be made, <b>and</b> b) The main issue concerns arrears of rent of other charges.
<b>LHPM</b>	<b>Possession – Mortgage Arrears</b> a) A claim for possession has been made or is due to be made, <b>and</b> b) The main issue concerns mortgage arrears.
<b>LHPT</b>	<b>Possession – Council tax arrears</b> a) A claim for possession has been made or is due to be made, <b>and</b> b) The main issue concerns council tax arrears.
<b>LHPU</b>	<b>Possession – Utilities arrears</b> a) A claim for possession has been made or is due to be made, <b>and</b> b) The main issue concerns arrears in utilities payments.
<b>LHPC</b>	<b>Possession – Court fines</b> a) A claim for possession has been made or is due to be made, <b>and</b> b) The main issue concerns arrears in court fines.
<b>LHAS</b>	<b>Possession proceedings including Part 1 Injunctions - ASBCP.</b>  To be used from 23 March 2015 onwards for all housing matters relating to Part 1 injunctions of the Anti-social Behaviour, Crime and Policing Act (ASBCPA) 2014.  (N.B. This civil injunction replaces a number of orders including anti-social behaviour orders, anti-social behaviour injunctions, drinking banning orders, intervention orders and individual support orders.)
<b>LHRE</b>	<b>Re-housing (non-homelessness)</b> a) A possession claim has been made or due to be made, <b>and</b> b) the main issue is the transfer, allocation or legal issues associated with finding alternative housing.
<b>LHRP</b>	<b>Disrepair</b> a) A possession claim has been made or is due to be made, <b>and</b> b) the main issue concerns the alleged poor state of residential premises or fixtures or nuisance other than anti-social behaviour.
<b>LHUE</b>	<b>Harassment/Unlawful eviction</b> a) A possession claim has been made or is due to be made, <b>and</b> b) the main issue is a claim or potential claim under the Protection from Eviction Act 1977 or in relation to a breach of covenant for quiet enjoyment.
<b>LHOM</b>	<b>Threat of homelessness</b> a) a possession claim has been made or is due to be made, <b>and</b> b) The client has been threatened with homelessness, as defined in homelessness legislation.
<b>LHLN</b>	<b>Landlord &amp; tenant: Other terms and conditions</b> a) a possession claim has been made or is due to be made, <b>and</b> b) the main issue concerns other matters between landlord and tenant including service charges, deposits and all implied or express terms of occupation excluding rent, disrepair and re-housing.

<b>LHOT</b>	<p><b>Other - Housing</b></p> <p>This category should only be used where the most significant legal housing issue in the case does not fall within any of the above categories.</p>
<b>LDNP</b>	<p><b>Non priority debt(s)</b></p> <p>a) a possession claim has been made or is due to be made, <b>and</b>  b) the main issue concerns bank loans, credit card/HP/other regulated credit debts.</p>
<b>LDIB</b>	<p><b>Involuntary Bankruptcy (where client's estate includes their home)</b></p> <p>a) A claim for possession has been made or is due to be made, <b>and</b>  b) A creditor is seeking to make the individual (debtor) bankrupt in order to recoup a debt that they are owed, and the client's estate includes their home.</p>
<b>LDOS</b>	<p><b>Order for Sale of the Home</b></p> <p>a) A claim for possession has been made or is due to be made, <b>and</b>  b) A creditor is seeking to force the sale of the client's property in order to recoup the debt they are owed.</p>
<b>LDOT</b>	<p><b>Other – Debt</b></p> <p>This category should only be used where the most significant legal debt issue in the case does not fall within any of the above categories.</p>
<b>LWCB</b>	<p><b>Claiming benefits</b></p> <p>a) A claim for possession has been made or is due to be made, <b>and</b>  b) The main issue concerns the claiming of a benefit, allowance, payment, credit or pension.</p>
<b>LWRA</b>	<p><b>Reassessment of benefits</b></p> <p>a) A claim for possession has been made or is due to be made, <b>and</b>  b) The main issue concerns the reassessment of benefits.</p>
<b>LWRV</b>	<p><b>Revision/supersession</b></p> <p>a) A claim for possession has been made or is due to be made, <b>and</b>  b) The main issue concerns the revision or supersession of a benefit, allowance, payment, credit or possession.</p>
<b>LWAP</b>	<p><b>Appeal of refusal of benefits</b></p> <p>a) A claim for possession has been made or is due to be made, <b>and</b>  b) The main issue concerns the appeal of refusal of benefits outside of legal proceedings.</p>
<b>LWOV</b>	<p><b>Overpayment of benefits</b></p> <p>a) A claim for possession has been made or is due to be made, <b>and</b>  b) The main issue concerns the overpayment of benefits.</p>
<b>LWBD</b>	<p><b>Backdating of benefits</b></p> <p>a) A claim for possession has been made or is due to be made, <b>and</b>  b) The main issue concerns the backdating of benefits.</p>
<b>LWLG</b>	<p><b>Complaint to Local Government/ Parliamentary Ombudsman</b></p> <p>a) A claim for possession has been made or is due to be made, <b>and</b>  b) The main issue concerns a complaint to the local government/parliamentary ombudsman.</p>
<b>LWOT</b>	<p><b>Other – Welfare Benefits</b></p> <p>This category should only be used where the most significant legal welfare benefits issue in the case does not fall within any of the above categories.</p>

## Worksheet: Matter Type 2 Codes Guidance

This worksheet lists the matter type 2 codes that must be used when completing the HLPAS Early Legal Advice claim form only. Please enter the code that best describes the status of the client.

Code	Description
<b>LPUB</b>	<b>Client has local authority landlord</b> Includes local authorities whose stock is managed by an ALMO.
<b>LPRI</b>	<b>Client has private landlord</b> Landlords other than local authorities and social landlords.
<b>LHAC</b>	<b>Client has other social landlord</b> Registered social landlords, co-ops, housing action trusts.
<b>LOWN</b>	<b>Client is owner occupier</b> Freeholders, long leaseholders, shared ownership.
<b>LHLS</b>	<b>Client is threatened with homelessness</b> The client has been threatened with homelessness, as defined in homelessness legislation, but has not received a valid notice. This may include illegal eviction or possession or claim that the individual is a squatter when they are able to demonstrate they are the registered owner of a property.
<b>LCRE</b>	<b>Client is a creditor</b> Where the client faces possession and is owed money by a person and/or company and requires assistance recovering the debt.
<b>LIBP</b>	<b>Client is defending involuntary bankruptcy proceedings</b> Applies where a creditor seeks a court order forcing the sale of the client's property in order to recoup the debt they are owed.
<b>LSCH</b>	<b>Client wants to reschedule debts</b> Applies where the client cannot maintain the repayments required by creditors and wishes to put forward more affordable offers.
<b>LVAL</b>	<b>Client wants to challenge validity of debts</b> Applies where the client does not believe that the amount being claimed by a creditor is correct and/or has reason to believe that they are not liable for the debt.
<b>LMIX</b>	<b>Client wants both to challenge validity of debts and reschedule debts</b> A mixture of the LVAL & LSCH codes.
<b>LBEN</b>	<b>Client has a benefit issue</b> Applies when the main issue concerns the individuals access to benefits
<b>LOTH</b>	<b>Other</b> This code should only be used if the client does not fall into one of the above categories.

## Worksheet: Stage Reached Codes Guidance

This worksheet lists the stage reached codes that must be used when completing the HLPAS Early Legal Advice claim form only. Please enter the code that best describes the stage that has been reached in the case. This should correspond to the “highest” level of assistance provided to the client.

Code	Description
<b>LA</b>	<b>First meeting</b> - Matters which conclude after the first meeting with the client, where no further work is undertaken beyond confirming instructions and giving advice, including the confirmation of advice letter.
<b>LB</b>	<b>Further work</b> - Work beyond the first meeting, not including the confirmation of advice letter, including work preparatory to putting the case for the client.  Applies where further work (e.g. investigative work) has been carried out but there has been no contact with the potential opposing party (other than for the purposes of investigation).
<b>LC</b>	<b>Putting case for the client</b> - Includes correspondence with opposing party for the purposes of putting the case.  Includes pre-action protocol letters and any communication with a third party that constitutes substantively putting the case for the client. Also includes preparation of representations and evidence for tribunals etc.

## Worksheet: Outcome Codes Guidance

This worksheet sets out the outcome codes that must be used when completing the HLPAS Early Legal Advice claim form only. The codes are split into Matter concluded and Matter non concluded. Please select one.

### ***Matter concluded codes***

Please enter a code from the category list provided showing what outcome has been reached for the client. This must be the outcome for the legal issue described by the matter type 1 code. If two or more categories apply (apart from both LA and LB where you should use LC) choose the one that appears to be the most significant for the client.

<b>Code</b>	<b>Description</b>
<b>LA</b>	<b>Client receives/retains lump sum, damages or property</b>  Any lump sum payment to client including any paid in reduction of rent. Any property right successfully asserted/defended.
<b>LB</b>	<b>Client receives continuing, increased or new periodical payment</b>
<b>LC</b>	<b>Client receives/retains lump sum, damages or property and continuing, increased or new periodical payment</b>
<b>LD</b>	<b>Sum owed by client to a third party is reduced or is less than originally claimed</b>  A lump sum claim by a third party is successfully defended or the amount payable is less than claimed.
<b>LE</b>	<b>Liability of client to make regular payments is reduced or is less than claimed</b>  A claim for a periodic amount by a third party is successfully defended or the amount payable is less than claimed.
<b>LF</b>	<b>Client housed, re-housed or retains home</b>
<b>LG</b>	<b>Repairs or improvements to the client's home</b>  Work done on the home or furniture/fixtures improved.
<b>LH</b>	<b>Opponent/other party action benefits client</b>  Third party takes action.
<b>LI</b>	<b>Opponent/other party action prevented or delayed</b>  Third party is dissuaded from taking action / extra time is gained– commonly in possession cases or rent payments are rescheduled
<b>LJ</b>	<b>Client secures explanation or apology</b>  Following a complaint or query of some kind to a third party.
<b>LK</b>	<b>Client advised and enabled to plan and/or manage their affairs better</b>  Applies where, as result of your advice or assistance, the matter for which advice was sought concludes and your client is better able to plan or manage their own affairs in future.
<b>LL</b>	<b>Liability contested successfully</b>



	Client was able to prove that they were not liable for a debt.
<b>LM</b>	<b>Debt written off/ reduced</b> Creditor agreed that they would no longer pursue the client for balance or agrees to accept a lower amount in settlement of their debt
<b>LN</b>	<b>Affordable payment arrangements negotiated on behalf of client</b> Creditor agrees to accept reduced payments based upon what the client could afford to offer.
<b>LO</b>	<b>Admin order made</b> Administration Order agreed by the County Court.
<b>LP</b>	<b>Client referred for IVA</b> Client referred to a third party to put forward a proposal for an Individual Voluntary Arrangement.
<b>LQ</b>	<b>Bankruptcy order made</b> Client was able to declare themselves bankrupt, or creditor successfully petitioned for the client's bankruptcy.
<b>LR</b>	<b>Debt relief order made</b> This should only be used where clients without access to bankruptcy orders are able to meet the necessary criteria under a Debt Relief Order.
<b>LS</b>	<b>Matter concluded otherwise</b> This should only be used if there is no outcome of the most significant legal issue in the case which is covered by one of the above categories.

### ***Matter not concluded***

*Use the following codes only where you do not know the outcome of the case.*

<b>Code</b>	<b>Description</b>
<b>LT</b>	<b>Matter proceeding to possession hearing at court</b> Applies when it is has not been possible to resolve the matter before the first substantive possession hearing.
<b>LU</b>	<b>Matter stopped on advisor's recommendation</b> Matter stopped on the basis of advisor's opinion that continuation does not justify continued public funding (includes unfavourable opinions from experts or informal advice from counsel).
<b>LV</b>	<b>Matter proceeded under other Civil Legal Aid</b> Includes full or investigative representation certificates.
<b>LW</b>	<b>Client referred to another organisation</b> Includes referrals about the same matter to other solicitors, charities or special interest groups and support services etc. It does not cover referral of different but connected cases.

<b>LX</b>	<p><b>Client advised and taking action themselves or with the help of a third party</b></p> <p>Applies where you advise that you are unable to assist but the client carries on by themselves or with help from others.</p>
<b>LY</b>	<p><b>Client advised and third party action or decision awaited</b></p> <p>Applies where the client has sought advice and assistance before third party action has been taken or decision received.</p>
<b>LZ</b>	<p><b>Outcome not known/client ceased to give instructions</b></p> <p>Applies where a case has ended because the client has failed to give instructions, withdrawn instructions, or the matter has been ended for other reasons before the outcome is known.</p>