



Legal Aid  
Agency

Providing access to justice through working with others  
to achieve excellence in the delivery of legal aid

# Contingency Recoupments – Providers Guide

## Average Payments for Civil Representation scheme

November 2025, version 1.0.1



# Contents

<b>1. Contingency Arrangements</b>	<b>2</b>
Background	2
<b>2. Principles of Recoupments</b>	<b>2</b>
Starting The Recoupment Process	3
How Recoupments Will Work	3
LAA Processing and Monitoring	5
<b>3. Requesting a Pause to Recoupments</b>	<b>7</b>
Examples	7
Evidence	7
Impact on Schedule	8
Process	8
Processing Timelines	8
<b>4. Early Balance Payments</b>	<b>10</b>
Impact on Schedule	10
<b>5. Worked Examples</b>	<b>11</b>
Scenarios	11
<b>6. Data Retention</b>	<b>15</b>

# 1. Contingency Arrangements

- 1.1. This document contains details of how the Average Payments for Civil Representation scheme will be wound down and how the recoupment process for any payments made, including those made as escalated payments, will work.

## Background

- 1.2. The Average Payments for Civil Representation scheme was set up in response to the cyberattack on Legal Aid Agency (LAA) systems identified in May 2025. It allowed for providers and barristers to opt-in and claim an average payment as a representation of costs they would otherwise have expected to receive on any given week. Alternatively, a more specific payment based on actual claims due could be requested, known as an 'escalation' payment. The purpose of the scheme was to support providers and barristers with cashflow at a time when the LAA was unable to assess case specific payments.
- 1.3. The scheme did not replace final payments or Payments on Account (POA) and was not an assessment of costs as laid out under the Civil Contract. Payments were made on an interim basis to be replaced with final payments in accordance with the requirements of the Contract upon the point the LAA can consider case specific payments.
- 1.4. Providers and barristers were able to opt-in to receive either an average payment or request a more specific payment based on actual claims due on a weekly basis by submitting a signed declaration to LAA. These payments would then be recouped upon restoration of system access or the LAA otherwise becoming able to consider case specific payments.
- 1.5. As of the 1 December 2025, the Client and Cost Management System (CCMS) is online again for all civil users. Billing functionality has been restored.
- 1.6. To help providers and barristers who are unable to use CCMS to submit claims to a usual level of cash flow, the Average Payment for Civil Representation scheme will remain open for providers and barristers to opt in until 12 January 2026, with final payments to be made on 19 January 2026. The priority should be to return to business-as-usual claiming through CCMS, and providers should only opt in by exception. You cannot opt in if you are able to access CCMS and submit claims to a usual level of cash flow for your business.

## 2. Principles of Recoupments

### Starting The Recoupment Process

- 2.1. The main principle for the start of the recoupment process is that LAA will take every reasonable step to ensure there is no significant gap in payments being made between the transition from Average Payments to case-by-case assessments of costs.
- 2.2. The process of recouping the contingency payment will be started by the LAA once two weeks of full system access have passed. For the avoidance of doubt, the two weeks does not start alongside any phased onboard period, but once it has ended and full system access is underway.
- 2.3. Full system access in this context means that all providers and barristers have been onboarded and have been given wider agreement that they are able to submit claims for payment and there has been time to assess these claims. This is to allow for a continuous flow of expected payments for providers and barristers to be able to rely on.
- 2.4. The final opt-in for payment under the Average Payment for Civil Representation scheme will be Monday 12 January 2026, with payment made on Monday 19 January. To help provide stability and access to reliable cashflow, the first recoupments will be taken two weeks after the final opt-in, alongside the payment run on Monday 2 February 2026.
- 2.5. Full system access will not account for any individual account that has a fault or error beyond the control of the provider or barrister that prevents access to CCMS to submit claims. In these instances, where you require payment, providers should contact their Contract Manager and barristers should contact [CivilClaimBC@justice.gov.uk](mailto:CivilClaimBC@justice.gov.uk). In the first instance, any problems with logging in to CCMS through Sign into Legal Aid Services (SiLAS) should be referred to the LAA's Online Support Team ([Online-Support@justice.gov.uk](mailto:Online-Support@justice.gov.uk)).
- 2.6. Starting from Friday 23 January 2026, the LAA will issue statements to every account that has opted in at least once with a schedule confirming how the recoupments will work, how much they will be each week, and for how long they will run.

### How Recoupments Will Work

- 2.7. The main principle behind the recoupment process is that the recoupment itself will be limited to a weekly amount of roughly 25% of a provider or barrister's weekly 'average payment'. The recoupments will continue each week until the total of the

payments made to the provider or barrister have been paid off. Importantly, the repayment of the contingency sums is an entirely separate process to the exercise of submitting claims and being paid as usual once CCMS is fully restored. Whilst the BACS statements will show the 25% weekly sum to be recouped, and this will be deducted from the amount which the firm is paid that week, there is no like for like reconciliation process between recoupments and bills paid. Regardless of how many bills are submitted and paid, the amount to be recouped will remain at 25% of the provider's average contingency payment.

- 2.8. The average payment was made based on claims a provider or barrister would otherwise have expected receive in any given week and was calculated based on all civil representation payments, inclusive of experts' costs and VAT, made between February and April 2025. Alternatively, a more specific payment, for either a higher or lower amount, based on detailed estimates of an unusual week's claiming, known as an 'escalation payment' may have been made.
- 2.9. As set out above, the recoupments will operate standalone from any payments made. This means that the process will run in tandem with any billing undertaken by the provider or barrister and payments made under the Average Payment scheme will not be reconciled against specific claims submitted. Once started, the recoupments will take place each week irrespective of the number or value of claims paid for that account number.
- 2.10. The average week's recoupment will be calculated as the total value of contingency payments received by the provider or barrister as either an average or escalated payment divided by the number of weeks in which they received a payment, then divided by 4: i.e. total payment / (number of opt-ins x 4).
- 2.11. This means that the recoupments will run at around 25% of the rate that the payments were made regardless of the overall value of payments received. The weekly figure will always be the same, but the more times you have opted in, the longer the schedule will run for.
- 2.12. The recoupment process will be managed by the LAA. Providers and barristers do not need to take any additional actions to manage the process.
- 2.13. For the avoidance of doubt, the recoupments will be run against the totality of payments made to that account, rather than specifically against payments made under the civil representation scheme alone, including, but not limited to any payments for crime work or legal help work.
- 2.14. In practical terms, this means that if your weekly recoupment (being 25% of your average contingency) is £5,000, and you submit and are paid £15,000 of claims, you will receive a net amount of £10,000 for that week. If your weekly recoupment (being 25% of your average contingency) is £5,000 and you submit and are paid £3,000 of claims that week, you will receive a statement showing that there is a net figure of -£2,000. As explained above, the weekly recoupment amount will remain the same regardless of how many bills are submitted and paid.

- 2.15. If the recoupment process is causing financial difficulty, then Providers and Barristers on an individual basis will be given the right to request a pause to the recoupment schedule at any point during the process.

Please refer to: [Requesting a Pause to Recoupments](#)

- 2.16. Recoupments of payments made under the Average Payments for Civil Representation scheme will appear in BACS statements and Provider Statements of Account (PSoA) as:

Case Reference	Client Name	Provider Case Ref No
Civil representation	Contingency	Recoupment

- 2.17. All other recoupments, for example, of Payments on Account (POA), will appear in BACS remittances and your PSoA as normal.

## LAA Processing and Monitoring

- 2.18. The LAA does not have a formal priority submission requirement for providers and barristers to submit any claims for assessment or POAs in any given order. The order in which claims are made is at the discretion of the provider or barrister in line with their own business model.
- 2.19. The LAA's recommendation is that providers focus initially on POA and barristers focus on POA and payments under the Family Advocacy Scheme (FAS). This is because CCMS undertakes many of the routine checks automatically, which means the LAA can stand up large volumes of processing of these claims at short notice. However, this is not a hard and fast rule, and individual providers and barristers will need to make their own priority decisions, which the LAA will accommodate.
- 2.20. There is no time limit in place to submit claims built up during the period when CCMS was inaccessible and the LAA will not apply any penalties to claims for late submission.
- 2.21. On a weekly basis, the LAA will monitor bill submission rates, bill processing times, and overall fund spend to make sure processing and payments are in line with average overall performance from before May 2025. This will help providers and barristers to plan around expected cashflow during the recoupment period.
- 2.22. Along with the above, after running for 4 months, the LAA will formally review the recoupment schedule for the Average Payments for Civil Representation scheme in conjunction with the representative bodies and make further adjustments as necessary.

- 2.23. Where there is widespread financial difficulty caused by either the operation of the recoupment schedule, or the LAA being unable to meet processing demand, the LAA will review the broader principles of the scheme to ensure providers and barristers are able to plan around expected cash flow.

## 3. Requesting a Pause to Recoupments

- 3.1. Providers and barristers have the right to request a 2 week pause on the recoupment schedule.
- 3.2. During this period, the LAA will apply a pause on the recoupment schedule only: this means that payments would continue to be made as normal and any otherwise expected recoupments would continue to be made. For example, it would not put a pause on the offsetting of any Payment on Account (POA) claimed on a specific case against a final payment being made nor would it stop the recovery of POA if an inter partes cost award is reported. The pause is placed solely on the recoupment schedule to allow the provider or barrister to effectively catch up on billing and/or clear a debt position
- 3.3. Where requested and the pause is applied, once the recoupments are started again the recoupment schedule would resume, but at a marginally increased rate to cover the 2-week shortfall whilst maintaining the overall timeline for the recoupment schedule (i.e. by default it would not be extended by 2 weeks)
- 3.4. The 2 weeks can be requested to be extended by another 2 weeks but will be reviewed again to ensure that it remains appropriate.

### Examples

- 3.5. The following is a non-exhaustive list of when it may be appropriate to consider a pause on the recoupment schedule:
  - The provider is unable to submit enough bills for the next two weeks due to staff leave and priority focus on submission of applications.
  - The provider or barrister is in a short-term unsustainable debt position.
  - Those in personal circumstances, such as maternity leave or long-term sickness absence, will be considered on a case-by-case basis.

### Evidence

- 3.6. When requesting a pause, the LAA will consider the following data and evidence:
  - Claiming patterns confirm the provider or barrister's capacity to submit claims to LAA is below 125%.
  - The balance of outstanding contingency recoupments.
  - Schedule of the balance of unbilled work from the contingency period from the provider or barrister, along with what is expected in the next fortnight.
  - An understanding of why POA is not a short-term option.



## Impact on Schedule

- 3.7. LAA's default position will be that the amount payable each week will increase proportionally for each week lost to maintain the repayment schedule length as the same overall (i.e. 4 times the length of the actual outage).
- 3.8. However, the provider or barrister will be able to request their individual schedule is extended by the same length as the period of any pause.

Please refer to: [Worked Examples](#)

## Process

- 3.9. The provider or barrister contacts the LAA to request escalation from the routine recoupment schedule that commences upon the winding down of the scheme.
- Providers contact their contract manager
  - Barristers/clerks contact [CivilClaimBC@justice.gov.uk](mailto:CivilClaimBC@justice.gov.uk)
- 3.10. LAA will review the request and reply to either confirm the pause will be applied, request more information, or refuse the pause with a detailed explanation of why.

## Processing Timelines

- 3.11. To allow sufficient time for LAA to consider any request and take steps to apply any pause, they should be submitted by 5pm each Thursday.
- 3.12. This will mean that the pauses on the recoupments are in place for the LAA's internal cut-off to prepare the next payment run on Wednesday each week to make payment via BACS on the subsequent Monday.
- 3.13. This is a worked example to show when the pause will be applied, factoring in the Wednesday cut off for the payment run, from the provider or barrister requesting the pause.

Monday	Tuesday	Wednesday	Thursday	Friday
2 February Recoupment taken	3	4 Payment run cutoff	5 <i>Provider requests pause</i>	6
9 Recoupment taken <i>LAA confirm pause to provider</i>	10	11 Payment run cutoff	12	13
16 Recoupment Paused	17	18 Payment run cutoff	19	20
23 Recoupment Paused	24	25 Payment run cutoff	26	27
2 March Recoupment taken	3	4 Payment run cutoff	5	6

3.14. This may be subject to alteration to account for any bank holidays.

3.15. Should the LAA make a refusal of your request to apply a pause you will be entitled to have that decision reviewed by a secondary panel internal to LAA.

## 4. Early Balance Payments

- 4.1. Providers or barristers will be able to pay back contingency payments earlier, either in full or in part.
- 4.2. There is no evidential requirement for this request.
  - Providers contact their contract manager
  - Barristers/clerks contact [CivilClaimBC@justice.gov.uk](mailto:CivilClaimBC@justice.gov.uk)

LAA will refer you to the appropriate team who will set up the adjustment to your recoupment schedule for you.

### Impact on Schedule

- 4.3. If a provider or barrister chooses to pay off part of their contingency payment balance, the LAA's default position will be to maintain the weekly recoupments at the initial level and shorten the period over which the schedule runs.
- 4.4. However, the provider or barrister should be able to request their weekly recoupment figure is reduced, but the schedule time frame maintained as an alternative.

Please refer to: [Worked Examples](#)

## 5. Worked Examples

- 5.1. These examples have been created to help illustrate what the potential recoupment schedule could look like for firms or barristers in different scenarios.
- 5.2. All scenarios are based on the following outage:
- **16 May 2025 (Friday):** CCMS taken down.
  - **28 May 2025 (Wednesday):** Emails sent out to eligible providers and barristers.
  - **4 June 2025 (Wednesday):** First payments to providers under the scheme as urgent payments. These payments were made as double to cover two weeks (weeks commencing 19 and 26 May 2025), ensuring no gaps in payments since CCMS was taken offline.
  - **24 November 2025 (Monday):** CCMS onboarding begins.
  - **1 December 2025 (Monday):** CCMS available to all civil users. Average Payments scheme to become by exception.
  - **Weeks commencing 22 December and 29 December 2025:** Christmas and New Year break
  - **12 January 2026 (Monday):** Final Opt-In for Average Payments.
  - **19 January 2026 (Monday):** Final payments of the Average Payments scheme are made.
  - **2 February 2026 (Monday):** Recoupment schedule commences two weeks after the last payment
- 5.3. This means for these scenarios the total outage runs from w/c 19 May 2025 to w/c 12 January 2026: a total of 34 weeks.

### Scenarios

#### 5.4. Scenario 1: provider has opted in every week for an average payment

Provider has opted-in every week (34 weeks) to receive a weekly average payment. Their average payment is £10,000 per week. They have not used the escalation process to claim a specific figure at any point during the scheme.

- Total payment:  $34 \times £10,000 = £340,000$
- Number of weeks the schedule will run:  $34 \text{ weeks} \times 4 = 136 \text{ weeks}$

- Weekly recoupment figure:  $\text{£}340,000 / 136 \text{ weeks} = \text{£}2,500 \text{ per week}$

**5.5. Scenario 2: provider has opted in for an average payment when necessary**

Provider has opted-in every fortnight to receive a weekly average payment (17 weeks). Their average payment is  $\text{£}15,000$  per week. They have not used the escalation process to claim a specific figure at any point during the scheme.

- Total payment:  $17 \times \text{£}15,000 = \text{£}255,000$
- Number of weeks the schedule will run:  $17 \text{ weeks} \times 4 = 68 \text{ weeks}$
- Weekly recoupment figure:  $\text{£}255,000 / 68 \text{ weeks} = \text{£}3,750 \text{ per week}$

**5.6. Scenario 3: provider has opted in for an average payment when necessary and received several escalated payments**

Provider has opted in for 25 weeks to receive a weekly average payment. Their average payment is  $\text{£}8,000$  per week. In addition, on week 6 they claimed an escalation payment for  $\text{£}25,647$  and on week 16 they claimed an escalation payment for  $\text{£}18,534$  (27 weeks).

- Total payment:  $(25 \times \text{£}8,000) + \text{£}25,647 + \text{£}18,534 = \text{£}244,181$
- Number of weeks the schedule will run:  $27 \text{ weeks} \times 4 = 108 \text{ weeks}$
- Weekly recoupment figure:  $\text{£}244,181 / 108 \text{ weeks} = \text{£}2,260.94 \text{ per week}$

**5.7. Scenario 4: provider has only claimed escalated payments**

Provider was awarded their first contract in April 2025 prior to the outage. They have no billing history, so an accurate average payment could not be calculated. As a result, they have opted in 23 times, claiming an escalated payment each time. The total amount paid out is  $\text{£}347,956.78$ .

- Total payment:  $\text{£}347,956.78$
- Number of weeks the schedule will run:  $23 \text{ weeks} \times 4 = 92 \text{ weeks}$
- Weekly recoupment figure:  $\text{£}347,956.78 / 92 \text{ weeks} = \text{£}3,782.14 \text{ per week}$

**5.8. Scenario 5: provider has claimed one large, escalated payment**

Provider has not opted in during the life of the scheme until week 25, when they submit a request for an escalation payment for the past 25 weeks' work. The value is  $\text{£}538,976$ . This is their only opt-in.

- Total payment:  $\text{£}538,976$
- Number of weeks the schedule will run:  $1 \text{ week} \times 4 = 4 \text{ weeks}$
- Weekly recoupment figure:  $\text{£}538,976 / 4 \text{ weeks} = \text{£}134,744 \text{ per week}$

**5.9. Scenario 6: provider has opted in every week for an average payment and applies for a 2 week pause**

Provider has opted-in every week (34 weeks) to receive a weekly average payment. Their average payment is  $\text{£}12,000$  per week. They have not used the escalation process to claim a specific figure at any point during the scheme.

- Total payment:  $34 \times \text{£}12,000 = \text{£}408,000$
- Number of weeks the schedule will run:  $34 \text{ weeks} \times 4 = 136 \text{ weeks}$
- Weekly recoupment figure:  $\text{£}408,000 / 136 \text{ weeks} = \text{£}3,000 \text{ per week}$

On week 40, a 2-week pause is applied at the provider request. The recoupments on weeks 40 and 41 are paused. The recoupment schedule would therefore be adjusted:

- Total paid off:  $\text{£}3,000 \times 39 = \text{£}117,000$
- Remainder due:  $\text{£}408,000 - \text{£}117,000 = \text{£}291,000$
- Total weeks to run:  $136 \text{ weeks} - 41 \text{ weeks} = 95 \text{ weeks}$
- Adjusted weekly recoupment figure:  $\text{£}291,000 / 95 \text{ weeks} = \text{£}3,063.16 \text{ per week}$

**5.10. Scenario 7: provider has opted in every week for an average payment and applies for a 2 week pause and for the time to be added on to their schedule**

Provider has opted-in every week (34 weeks) to receive a weekly average payment. Their average payment is  $\text{£}12,000$  per week. They have not used the escalation process to claim a specific figure at any point during the scheme.

- Total payment:  $x \text{£}12,000 = \text{£}408,000$
- Number of weeks the schedule will run:  $34 \text{ weeks} \times 4 = 136 \text{ weeks}$
- Weekly recoupment figure:  $\text{£}408,000 / 136 \text{ weeks} = \text{£}3,000 \text{ per week}$

On week 40, a 2-week pause is applied at the provider request. The provider also requests that the overall schedule is extended by 2 weeks. The recoupments on weeks 40 and 41 are paused.

The recoupment schedule would therefore be adjusted to run at the same recoupment rate, but for 138 weeks overall.

**5.11. Scenario 8: provider has opted in every week for an average payment and applies for a 2 week pause that is extended into 6 weeks**

Provider has opted-in every week (34 weeks) to receive a weekly average payment. Their average payment is  $\text{£}12,000$  per week. They have not used the escalation process to claim a specific figure at any point during the scheme.

- Total payment:  $34 \times \text{£}12,000 = \text{£}408,000$
- Number of weeks the schedule will run:  $34 \text{ weeks} \times 4 = 136 \text{ weeks}$
- Weekly recoupment figure:  $\text{£}408,000 / 136 \text{ weeks} = \text{£}3,000 \text{ per week}$

On week 40, a 2-week pause is applied at the provider request. The recoupments on weeks 40 and 41 are paused. This is extended to cover weeks 42 and 43, then again to cover weeks 44 and 45. A total pause of 6 weeks. The recoupment schedule would therefore be adjusted:

- Total paid off:  $\text{£}3,000 \times 39 \text{ weeks} = \text{£}117,000$
- Remainder due:  $\text{£}408,000 - \text{£}117,000 = \text{£}291,000$
- Total weeks to run:  $136 \text{ weeks} - 45 \text{ weeks} = 91 \text{ weeks}$
- Adjusted weekly recoupment figure:  $\text{£}291,000 / 91 \text{ weeks} = \text{£}3,197.80 \text{ per week}$

**5.12. Scenario 9: provider has opted in every week for an average payment and applies for multiple pauses throughout the recoupment period**

Provider has opted-in every week (29 weeks) to receive a weekly average payment. Their average payment is £12,000 per week. They have not used the escalation process to claim a specific figure at any point during the scheme.

- Total payment:  $34 \times £12,000 = £408,000$
- Number of weeks the schedule will run:  $34 \text{ weeks} \times 4 = 136 \text{ weeks}$
- Weekly recoupment figure:  $£408,000 / 136 \text{ weeks} = £3,000 \text{ per week}$

On week 40, a 2-week pause is applied at the provider request. The recoupments on weeks 40 and 41 are paused. The recoupment schedule would therefore be adjusted:

- Total paid off:  $£3,000 \times 39 = £117,000$
- Remainder due:  $£408,000 - £117,000 = £291,000$
- Total weeks to run:  $136 \text{ weeks} - 41 \text{ weeks} = 95 \text{ weeks}$
- Adjusted weekly recoupment figure:  $£291,000 / 95 \text{ weeks} = £3,063.16 \text{ per week}$

On week 90, a further 2-week pause is applied at the provider request. The recoupments on weeks 90 and 91 are paused. The recoupment schedule would therefore be adjusted:

- Total paid off:  $(£3,000 \times 39 \text{ weeks}) + (£3,063.16 \times 48 \text{ weeks}) = £264,031.68$
- Remainder due:  $£408,000 - £313,732.32 = £143,968.32$
- Total weeks to run:  $136 \text{ weeks} - (41 \text{ weeks} + 50 \text{ weeks}) = 45 \text{ weeks}$
- Adjusted weekly recoupment figure:  $£143,968.32 / 45 \text{ weeks} = £3,199.30 \text{ per week}$

**5.13. Scenario 10: provider has opted in every week for an average payment and makes an early repayment**

Provider has opted-in every week (34 weeks) to receive a weekly average payment. Their average payment is £12,000 per week. They have not used the escalation process to claim a specific figure at any point during the scheme.

- Total payment:  $34 \times £12,000 = £408,000$
- Number of weeks the schedule will run:  $34 \text{ weeks} \times 4 = 136 \text{ weeks}$
- Weekly recoupment figure:  $£408,000 / 136 \text{ weeks} = £3,000 \text{ per week}$

On week 40, the provider has a significant High Cost Family claim paid and wants to make early payment of £50,000 of the remaining liability from their average payments. The rate of repayment would remain the same, but the overall amount owed is reduced:

- Total paid off:  $(£3,000 \times 39 \text{ weeks}) + £50,000 = £167,000$
- Remainder due:  $£408,000 - £167,000 = £241,000$

The repayment schedule would be reduced to £3,000 per week for 120 weeks, the last repayment on week 120 would be £1,000.

## 6. Data Retention

- 6.1. Records will be retained in line with the LAA's published Retention Schedule:

**Legal Aid Agency: Records Retention and Disposition Schedule**

- 6.2. In practical terms, we will retain records as financial records.





© Crown copyright 2024

This publication is licensed under the terms of the Open Government Licence v3.0 except where otherwise stated. To view this licence, visit [nationalarchives.gov.uk/doc/open-government-licence/version/3](https://nationalarchives.gov.uk/doc/open-government-licence/version/3)

Where we have identified any third party copyright information you will need to obtain permission from the copyright holders concerned.

