

2013 Standard Civil Contract (Welfare Benefits)

Specification

Category Specific Rules

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Section 7 Welfare Benefits Specification

This part of the Specification sets out the rules relating to cases undertaken in the Welfare Benefits Category of Law. On 1 April 2013 the provisions of the Act came into force. The result of this is that some matters which were previously within the scope of funding are now no longer within the scope of this Contract. Welfare Benefits Contract Providers will therefore need to satisfy themselves before undertaking work in the Welfare Benefits Category that the work is within scope.

Supervisors' Legal Competence Standard

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- 7.1 At any time during the Contract Period the Supervisor must, in the previous 18 months, have undertaken work on the minimum number of cases in any 4 (out of 13) Welfare Benefits case categories in Table One below:

Table One		
	Welfare Benefits case category	Minimum number of case files required
1	Employment and Support Allowance	1 case file
2	Disability Living Allowance	1 case file
3	Attendance Allowance	1 case file
4	Tax Credits (including pension credit)	1 case file
5	Pensions (including retirement)	1 case file
6	Bereavement Benefits	1 case file
7	Social Fund Payments	1 case file
8	Housing Benefit	1 case file
9	Job Seekers Allowance	1 case file

10	Industrial Injuries Disablement Allowance	1 case file
11	Income Support	1 case file
12	Universal Credit	1 case file
13	Personal Independence Payments	1 case file

7.2 At any time during the Contract Period the Supervisor must, in the previous 18 months, have undertaken work on the minimum number of cases in each of the 4 case types in Table Two below:

Table Two		
	Welfare Benefits case type	Minimum number of case files required
1	Advice and assistance when preparing a permission application to the Upper Tribunal (Administrative Chamber).	3 examples
2	Advice and assistance when preparing a substantive appeal to the Upper Tribunal (Administrative Chamber).	2 examples
3	Recognising the possibility of judicial review proceedings.	2 examples
4	The ability to recognise a possible contravention of the rights and freedoms expressed in the European Convention on Human Rights 1950, as given effect in the Human Rights Act 1998.	1 example

7.3 The Supervisor must maintain a portfolio (including case name and reference) of cases to demonstrate compliance with Paragraphs 7.1 and 7.2. The same case file can be used to demonstrate compliance with Paragraphs 7.1 and 7.2.

7.4 Prior to the appointment as Supervisor the individual must have demonstrated to our satisfaction a portfolio of cases which meet the requirements in Paragraphs 7.1 and 7.2.

7.5 The Supervisor must take account of any changes in legislation and case law and maintain access for the duration of the Contract to the following required texts:

- (a) current edition of CPAG's Welfare Benefits & Tax Credits Handbook;

- (b) current edition of Disability Rights Handbook (Disability Allowance);
- (c) Volumes I, II and III Social Security Legislation;
- (d) current edition of Housing Benefit and Council Tax Legislation (Findlay/George/Poynter/Stag/Wright);
- (e) Welfare Reform Act 2013;
- (f) current Civil Procedure Rules, Practice Directions and Supplements; and
- (g) Tribunal Procedure (Upper Tribunal) Rules 2008 (S.I. 2008 No. 2698 L.15)

Category Definitions

7.6 You acknowledge and agree that the Category Definitions 2013 (as amended from time to time), which apply to the 2013 Standard Civil Contract shall be incorporated into this Contract and shall be deemed to be amended as necessary to give effect to the intended meaning of this Contract rather than the 2013 Standard Civil Contract.

Delivering the Service

7.7 Subject to any exceptions in this Specification, you must provide Contract Work to any eligible person who contacts you requiring services within the scope of the Welfare Benefits Category of Law.

7.8 Subject to Paragraphs 7.34 and 7.35, you must in relation to each case provide Clients with a choice so they may select their preferred service delivery methods from of:

- (a) Face-to-Face Advice; and
- (b) Remote Advice

and you must record the fact that the Client has made a positive choice of service delivery method.

Face-to-Face Delivery Locations

7.9 You are required to provide Face-to-Face Advice at each of the Face-to-Face Delivery Locations specified in your Schedule.

7.10 Subject to Paragraph 7.11, you may not cease to provide Face-to-Face Advice from a Face-to-Face Delivery Location or move from an existing Face-to-Face Advice Location to another without our express written authority.

7.11 Authority under Paragraph 7.10 will not be granted where the proposed change would have materially affected the result of the tender to deliver services under this Contract or where we consider that the efficacy of this Contract would be adversely affected.

- 7.12 Authority under Paragraph 7.10 is likely to be granted in circumstances such as a proposed change of Face-to-Face Advice Location within a Delivery Location and there is no material change to the services provided under this Contract.

Service Telephone Numbers

- 7.13 You must have at least one telephone number which can be used to accept referrals and which prospective Clients and Clients may use to contact you to make Initial Contact and make appointments, etc ("Service Telephone Number").
- 7.14 Service Telephone Numbers must be staffed during Business Hours by your employed staff and you may not engage external organisations or sub-contract this element of the service to third parties.
- 7.15 Your Service Telephone Numbers may be staffed by Caseworkers or administrative staff.
- 7.16 Following Initial Contact with a prospective Client or Client with you may use other telephone numbers to communicate with Clients.
- 7.17 Telephone numbers must not be Premium Rate Numbers.

Service Email Address

- 7.18 You must have at least one email address which can be used by prospective Clients or Clients to make Initial Contact with you and make appointments, etc ("Service Email Address")
- 7.19 You must monitor any Service Email Address on a regular basis during each Business Day to ensure that you can meet the criterion in Paragraph 7.23 regarding Substantive Contact.
- 7.20 Following Initial Contact with a prospective Client or Client you may use alternate email addresses to communicate.

Publicising the service

- 7.21 You acknowledge and agree that we will publish addresses of all Face-to-Face Delivery Locations, Service Telephone Numbers and Service Email Addresses on our website and elsewhere.
- 7.22 You must publish addresses of all Face-to-Face Delivery Locations (including opening hours), Service Telephone Numbers and Service Email Addresses on your website and may also publicise the services available under this Contract in accordance with Clause 6 of the Standard Terms.

Initial Contact and Substantive Contact

- 7.23 Prospective Clients may make Initial Contact with you:
- (a) directly via a Service Telephone Number or Email Delivery Address;

- (b) directly at a Face-to-Face Delivery Location; or
- (c) by referral from a third party (including the Operator Service) via a Service Telephone Number

and in all cases you must make, or attempt to make, Substantive Contact within 24 hours of Initial Contract, subject to Paragraph 7.24.

- 7.24 Substantive Contact is the first contact between a prospective Client and a member of your personnel who is able to undertake an initial assessment to determine if the prospective Client is likely to be eligible for services under this Contract.
- 7.25 Subject to Paragraph 7.23; if the prospective Client cannot be contacted at the first attempt you must make a minimum of two further attempts to make substantive Contact as follows:
- (a) second attempt no sooner than one hour after the first attempt to make Substantive Contact, and
 - (b) third attempt no sooner than one hour after the second attempt to make Substantive Contact.
- 7.26 Initial Contact and Substantive Contact may take place within a single telephone call or single attendance at a Face-to-Face Delivery Location.
- 7.27 Where it appears that the prospective Client is likely to be eligible for services under this Contract, and they choose to receive Face-to-Face Advice, they must be offered an appointment to see a Caseworker within a reasonable timescale depending on the nature of the Client's case and subject to your professional obligations.
- 7.28 Where a prospective Client requests Face-to-Face Advice you must:
- (a) advise them of the address of their nearest Face-to-Face Delivery Location (including where this operated by another Welfare Benefits Contract Provider; and
 - (b) advise the prospective Client that they are entitled to receive Face-to-Face Advice at their preferred or most convenient Face-to-Face Delivery Location.

Client location

- 7.29 In respect of Remote Advice, you must accept instructions regardless of whether or not the Client resides in the Procurement Area(s) in which you hold a Schedule Authorisation.
- 7.30 You must provide Face-to-Face Advice to any potential Client who seeks to instruct you and you hold a Schedule Authorisation requiring you to operate a Face-to-Face Delivery Location which is the nearest to that potential Client

(either by distance or travel time) regardless of whether the client resides in the Procurement Area in which you hold a Schedule Authorisation.

- 7.31 You must provide to a Face-to-Face Advice to any potential Client who seeks to instruct you and another Welfare Benefits Contract Provider operates a Face-to-Face Delivery Location that is nearer to the potential Client (either by distance or travel time) and
- (a) you have informed the Client that there is a nearer Face-to-Face Delivery Location; and
 - (b) you have written confirmation signed by the Client that they have chosen to instruct you despite being advised of a nearer Face-to-Face Delivery Location.
- 7.32 You are not obliged to provide services under this Contract if professional conduct reasons prevent this e.g. a conflict of interest.
- 7.33 You must keep records of instances where you do not accept instructions from a potential Client who it appears would be eligible for services under this Contract including:
- (a) the reasons why you did not accept instructions;
 - (b) how the potential Client was Referred to a Welfare Benefits Contract Provider; and
 - (c) any complaints or expressions of dissatisfaction received from the prospective Client.

Signposting or Referral

- 7.34 If you identify that a potential Client does not qualify for services available under this Contract you must Signpost that individual to alternate sources of help
- 7.35 If you identify that a potential Client is likely to qualify for services available under this Contract but you do not accept instructions (e.g. due to conflict issues etc.) you must Refer that individual to another Welfare Benefits Contract Provider.

Operator Service

- 7.36 You must accept referrals from the Operator Service to your Service Telephone Number(s).
- 7.37 You acknowledge that whilst the Operator Service will have undertaken an initial assessment of likely Client eligibility for services under the Contract you retain full responsibility for assessing financial eligibility and scope for all prospective Clients in accordance with the provisions of this Specification.
- 7.38 We reserve the right to require you, on reasonable notice, to accept referrals from the Operator Service via the Case Handling System. This would require you

to access the Case Handling System by means of a standard internet browser (e.g. Mozilla Firefox, Internet Explorer, Safari etc) and monitor the CHS to accept referrals to you in order to initiate Initial Contact within the timescales in Paragraph 7.23.

Remote Advice

- 7.39 Remote Advice is advice delivered other than as Face-to-Face Advice and shall include advice delivered:
- (a) via email;
 - (b) telephone;
 - (c) Web-cam;
 - (d) post; or
 - (e) such other method of delivery as may be agreed between the parties from time to time.
- 7.40 You must be able to deliver Remote Advice via email and telephone as a minimum under this Contract.
- 7.41 You must provide Remote Advice under this Contract where the Client requests it and it is in the Client's best interests.
- 7.42 Remote Advice will include the supply and performance of all activities and services that form part of an end to end legal advice service, including the services set out in this Specification.
- 7.43 If the Client requests Remote Advice you must have an appropriate procedure in place to assess whether, taking into account all Service Adaptations and Reasonable Adjustments that are reasonably available to be implemented in respect of the relevant Client, the provision of Remote Advice can reasonably be expected to enable
- (a) you to understand and act on the Client's instructions; and
 - (b) the Client to understand and act on your advice.
- 7.44 If following assessment you consider that the provision of Remote Advice referred to in Paragraph 7.41 cannot reasonably be expected to satisfy the requirements set out in Paragraph 7.43(a) and 7.43(b), then you must provide the Client with Face-to-Face Advice under the Contract or Refer the Client to their nearest Welfare Benefits Contract Provider.

Text phone and Text Relay

- 7.45 You are required to operate (at your cost) a text phone or similar service for individuals who are deaf or hard of hearing or cannot speak on the phone, for example, Text Relay and choose to receive Remote Advice via telephone. Text Relay connects such people with people using a telephone, by providing a voice-

to-text relay service. Text relay provides an automatic connection to Text Relay, when someone using a textphone communicates with someone using a standard telephone. This service also supports textphone to textphone calls.

Means Assessment

- 7.46 Where a Client chooses to receive Remote Advice and there has been no face to face contact with the Client you must assess the Client's eligibility to receive services under this Contract including means eligibility in accordance with Section 3 of the Specification. Subject to the exceptions in Section 3 of the Specification you must obtain the Client's signature on a Legal Help Form and obtain proof of financial eligibility before you may Claim a Welfare Benefits Fee.
- 7.47 Where the Operator Service refers a prospective Client to you and has undertaken a proxy financial eligibility test this does not affect your responsibility to undertake a full means assessment as detailed in the Specification.
- 7.48 The fact that the Client was receiving Remote Advice shall not meet the criterion in Paragraph 3.24(c) regarding assessment of means.

Telephone contact with Clients

- 7.49 Where a third party is calling on behalf of a Client you must assess and satisfy yourself that the third party is authorised to act for the Client and record the steps taken and evidence provided in this regard.
- 7.50 Where any potential conflict or concerns are identified in relation to a third party you must act in accordance with the Legal Aid Legislation and relevant guidance (including the Lord Chancellor's Guidance), and if necessary either refuse an application or, where the application has been accepted, decline to carry out or continue to carry out work. For the avoidance of doubt, the provisions of Paragraphs 7.34, 7.35, 7.49 and 7.50 apply at all stages during your involvement in a Matter or Case.
- 7.51 You must agree a process with the Client for returning Client calls and agree (and maintain a record of) whether the Client authorises you to:
- (a) reveal who you are to anyone who might answer your call; and
 - (b) leave a message on the Client's answer phone.
- 7.52 You must offer to make outgoing calls:
- (a) if requested by a Client, or by a Client who has previously requested that you make outgoing calls to them;
 - (b) where a Client expresses concern about the cost of making a call; or
 - (c) where a Client is calling from a mobile phone.

Supervisors

- 7.53 You must ensure that you have a Supervisor based in and working from any Access Point that you are required to provide Contract Work in for a minimum of 17.5 hours per week. Any breach of this Paragraph 7.53 shall be a Fundamental Breach.

Caseworkers

- 7.54 You must ensure that you have sufficient Caseworkers available to deal with prospective Clients and Clients in accordance with the Contract.
- 7.55 You must ensure that all Caseworkers and other relevant personnel including staff who may staff the Service Telephone Number receive training on the following matters before undertaking any Contract Work and that they continue to receive regular training on the same matters throughout the course of the Contract:
- (a) how to identify when it is appropriate for a Client to be signposted or referred to another Provider or Welfare Benefits Contract Provider;
 - (b) Remote Advice skills (e.g. building rapport and empathy with Clients when communicating remotely, listening and responding, beginning and ending communication and structuring an interview);
 - (c) the signposting and referral process;
 - (d) how to deal with difficult calls, including distressed callers, silent calls and abusive callers;
 - (e) Client care policies, including your policy on complaints, client confidentiality, data protection and conflict of interest; and
 - (f) understanding the needs of your Clients, particularly those with a Relevant Protected Characteristic, when using your Remote Advice service and how you seek to support them via the available Service Adaptations and Reasonable Adjustments that your service provides.

Exceptional Cases

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

Authorised Litigator

- 7.57 At all times you must have access to an Authorised Litigator who can demonstrate experience of undertaking Judicial Review cases in Social Welfare Law and/ or Public Law and/or cases before the Court of Appeal and/or Supreme

Court on a point of law in relation to Welfare Benefits and who is available to all Face-to-Face Delivery Locations.

Delivery Locations

7.58 Where you are required to operate an Office in a Delivery Location you must at all times during the Contract Period, and subject to the specific provisions requiring you to seek our written agreement to change Face-to-Face Advice Locations, operate that Office in a Delivery Location as set out below that is in a Procurement Area in which you hold a Schedule Authorisation:

Delivery Location Number	Delivery Location Name	Access Point Name	Procurement Area Name
1	Bedfordshire	East	Midlands & East
2	East Essex	East	Midlands & East
3	Norfolk	East	Midlands & East
4	Lincolnshire	East	Midlands & East
5	City of Leicester	Midlands	Midlands & East
6	City of Derby	Midlands	Midlands & East
7	Northamptonshire	Midlands	Midlands & East
8	Greater Nottingham	Midlands	Midlands & East
9	Shropshire	Midlands	Midlands & East
10	Birmingham	Midlands	Midlands & East
11	City of Stoke-on-Trent	Midlands	Midlands & East
12	Coventry	Midlands	Midlands & East
13	Leeds	North East	North
14	Sheffield	North East	North
15	Doncaster	North East	North
16	North Yorkshire	North East	North
17	Newcastle upon Tyne	North East	North
18	Middlesbrough	North East	North
19	Liverpool	North West	North
20	Manchester	North West	North
21	Cheshire	North West	North
22	Cumbria	North West	North
23	West Lancashire	North West	North
24	Berkshire	South East	London & South East
25	Hampshire	South East	London & South East
26	Oxfordshire	South East	London & South East
27	Buckinghamshire	South East	London & South East
28	The City of Brighton and Hove	South East	London & South East
29	North Kent and Medway	South East	London & South East
30	West Sussex	South East	London & South East
40	North West London	London	London & South East
41	North East London	London	London & South East
42	South West London	London	London & South East

43	South East London	London	London & South East
31	City of Bristol, South Gloucestershire and North Somerset	South West	South West & Wales
32	Bournemouth & Poole	South West	South West & Wales
33	Somerset	South West	South West & Wales
34	Devon	South West	South West & Wales
35	Gloucestershire	South West	South West & Wales
36	Wiltshire	South West	South West & Wales
37	Bridgend, Cardiff and the Vale	Wales	South West & Wales
38	South East Wales	Wales	South West & Wales
39	Neath Port Talbot and Swansea	Wales	South West & Wales

Any part of an Access Point that is not a specific Delivery Location is classified as part of the wider Access Point.

Section 8 Miscellaneous Work Specification

The rules in Sections 1 to 6 of the Specification apply to work carried out as Miscellaneous Work unless replaced by the provisions set out below.

Paragraph	Replaced by
1.34	You must not ask your Client to instruct you on a private basis simply because your costs calculated on an Hourly Rate basis have reached the level of the Standard Fee or Graduated Fee payable for the Matter or case on which you are acting.
1.38	Subject to Paragraph 1.39, all payments for Contract Work must come through us except: <ul style="list-style-type: none"> (a) where the statutory charge in your favour arises; or (b) where you are responsible for collecting a contribution that is payable.
1.43	Help at Court and Controlled Legal Representation do not constitute a separate Matter Start where Legal Help has already been provided in relation to the same matter. If Legal Help has been commenced prior to the Contract Start Date any subsequent provision of Help at Court or Controlled Legal Representation in relation to the same matter will, subject to Category Specific Rules and subject to the transitional provisions set out in secondary legislation made under the Act, be governed by the remuneration provisions of your Previous Contract specification.

2.7	Where you instruct an Agent you may claim payment for the work as if you had carried it out directly. Where you instruct an Agent to carry out services which are covered by a Standard Fee or Graduated Fee, any fees or costs related to your use of the Agent will be included in the Standard Fee or Graduated Fee and may not be claimed separately.
2.44(b)	You have so much work that you are unable to provide appropriate services to a Client within a reasonable time;
3.6	Subject to the provisions for Escape Fee Cases, where a Matter is payable by a Standard Fee or Graduated Fee you accept the fee as full remuneration for all work required at the Controlled Work level, and must not seek to end a Matter because of the level of time incurred relative to the Standard Fee or Graduated Fee.
3.7	You must apply for Licensed Work on a Client's behalf at the appropriate point, and not delay such an application in order to claim a Matter as an Escape Fee Case.
3.25(c)(ii)	if the Matter is remunerated at Hourly Rates , profit costs beyond those incurred in the period before it is practicable to obtain satisfactory evidence of the Client's means; and/or
3.25(d)	you do not report time incurred beyond the period it was practicable to obtain satisfactory evidence of the Client's means.
3.38(a)	the work already undertaken and the further work should be taken into account in determining whether the Matter is an Escape Fee Case that escapes from the Standard Fee or Graduated Fee provisions. If we agree to pay the matter as an Escape Fee Case, we will take into account any payments already made by way of the Standard Fee or Graduated Fee;
3.38(c)	where the Matter has already been paid as an Escape Fee Case, the further work is payable on an Hourly Rates basis, subject to Assessment; and
3.38(d)	unless the Matter is accepted as an Escape Fee Case, the further work carried out will be included in any calculation of average costs per Matter
3.51(b)	where you do not have the capacity to take on the case or Matter;
3.51(c)	where you do not have the necessary skill or expertise to take on the case or Matter; or
3.59	Where you instruct Counsel under Legal Help in a case that is covered by a Standard Fee, you are responsible for agreeing Counsel's fees and paying them out of the Standard Fee. Counsel's fees under Legal Help do not count as a disbursement unless the case escapes from the relevant

	Standard Fee and may not be taken into account in determining whether a case escapes from that fee.
3.60	If you instruct Counsel under Legal Help and the case escapes from the Standard Fee you may, when claiming your fees on the basis of Hourly Rates, Claim payment from us of Counsel's fees as if such fees were a disbursement incurred by you. The Hourly Rates set out in the Remuneration Regulations shall not apply to Counsel's fees claimed under this Paragraph 3.60.
3.61	Where you claim Counsel's fees under Paragraph 3.60: <ul style="list-style-type: none"> (a) you must record the justification for the instruction of Counsel in terms of the complexity or other exceptional circumstances of the case and the relevant expertise of Counsel; (b) Counsel must set out details of the time spent in his/her invoice; and (c) you must pay Counsel the full fee stated by the Counsel's invoice and claimed from us, irrespective of any reduction in respect of Counsel's fees on assessment.
3.62	You may not instruct Counsel under Help at Court.
3.63	Instruction of Counsel under Controlled Legal Representation is governed by sections 8 (Immigration).
3.64	If your Client has or is likely to have a financial interest in any Claim or assessment (because the statutory charge applies, they are obliged to make a contribution to their legal costs, or otherwise) they are entitled to be made aware of the costs you are incurring. You must on a regular basis: <ul style="list-style-type: none"> (a) notify your Client that they have a financial interest and explain why; (b) explain that when you make your Claim for costs they have a right to make representations (see Paragraph 6.59); and (c) provide them with an update of your costs, including information in relation to the fees of Counsel, experts and other disbursements.
3.65	If your Client has or is likely to have a financial interest in a Matter paid by a Standard Fee or Graduated Fee: <ul style="list-style-type: none"> (d) the information to be provided under Paragraph 3.64(c) must include: <ul style="list-style-type: none"> (i) the Standard Fee or Graduated Fee together with disbursements or other additional payments payable at

	<p>that point of the case;</p> <p>(ii) the point at which the costs of the Matter may increase through being paid as an Escape Fee Case or higher level of Graduated Fee; and</p> <p>(iii) the costs that would be payable if the Matter were paid at Hourly Rates.</p> <p>(e) except where urgent work is required, you must notify your Client before undertaking work that may lead to the Matter being paid as an Escape Fee Case or at a higher level of Graduated Fee.</p>
3.67	<p>Unless we notify you otherwise, regardless of whether payment for work must be made under a Standard Fee or Graduated Fee, you must submit all your Controlled Work Claims on our Contract Report Form which will require you to report your profit costs (calculated in accordance with the relevant Hourly Rates set out in the Remuneration Regulations), disbursements, Counsel's fees and VAT.</p>
4.1	<p>We will pay you for Controlled Work carried out in accordance with this Contract and properly claimed under one of the following payment methods:</p> <p>(a) Standard Fees;</p> <p>(b) Graduated Fees; and</p> <p>(c) Hourly Rates.</p>
4.3	<p>We will pay for each Matter Start covered by Standard Fees and Graduated Fees which is:</p> <p>(d) properly conducted: and</p> <p>(e) claimed in accordance with the terms of this Contract.</p> <p>The fees for for the relevant Category of Law are set out in the Remuneration Regulations. By taking on the Client to undertake Controlled Work covered by a Standard Fee or Graduated Fee payment, you are accepting Standard Fee or Graduated Fee-as full payment for all work reasonably required for the Client in that Matter at the Controlled Work level (unless the Matter subsequently becomes an Escape Fee Case).</p>
4.4	<p>Standard Fees and Graduated Fees are inclusive of profit costs, travel and waiting time and Counsel's fees but are exclusive of other disbursements and VAT.</p>
4.5	<p>Subject to the Escape Fee provisions set out in this Specification, payments for legal Help and Help at Court shall be by way of the Standard Fees</p>

	specified for the relevant category of Law in the Remuneration regulations.
4.7	For the avoidance of Doubt no payment is due for a Matter Start where no Claim is made, or where the amount of your Claim on an Hourly Rates basis would be nil.
4.11	Subject to Category Specific Rules, where the amount of any Claim as calculated on the basis of Hourly Rates exceeds the Escape Fee Case threshold for the relevant Category specified in the Remuneration Regulations then you can apply to us for the Claim to be treated as an Escape Fee Case, on a form specified by us.
4.12	Escape Fee Cases will be remunerated on the basis of Hourly Rates.
4.13	We will not normally refuse to treat a Claim as an Escape Fee Case on the grounds that the case or Matter should have been split into more than one case or Matter. However, where it appears that a Claim covers clearly unrelated matters with the intention of avoiding payment by a Standard Fee or Graduated Fee, we may ask you to resubmit your Claim accordingly (in which case we will not refuse to pay for more than one Matter Start by virtue of the fact that there is only a single Controlled Work application form). Any decision to request resubmission of Claims under this Paragraph will be subject to the appeals procedure set out in Paragraphs 6.67 to 6.86.
4.14	We may assess the costs of each Escape Fee Case Claim or a sample of them and where the amount assessed as payable for the Claim is: <p>(a) nil, we will not make payment for the Claim; or</p> <p>(b) otherwise below the Escape Fee Case threshold referred to in Paragraph 4.11, we will pay the appropriate Standard Fee or Graduated Fee,</p> <p>otherwise, we will pay the amount assessed as payable for the Claim.</p>
4.15	Where we refuse an application to agree a Claim as an Escape Fee Case an appeal may be made against that decision to an Independent Costs Assessor. The procedures in Section 6 shall apply to any such appeal.
4.16	Any refusal by us of a request by you to treat a Claim as an Escape Fee Case is excluded from Clauses 27 and 28 of the Standard Terms.
4.17	Claims for Escape Fee Cases must be submitted within three months of the Matter being reported.

4.18	Hourly Rates may only be claimed for Controlled Work where specifically authorised under this Specification and in accordance with the Costs Assessment Guidance. We will pay for each Matter Start covered by Hourly Rates that is properly conducted and claimed in accordance with the terms of this Contract at the Hourly Rates set out in the Remuneration Regulations. You may also Claim for disbursements incurred in accordance with Paragraphs 4.21 to 4.26.
4.19	The Hourly Rates applicable to Legal Help, Help at Court and Family Help (Lower) are set out in the Remuneration Regulations. Where different Hourly Rates are payable according to the Category of Work, you may only claim the Category specific Hourly Rate if you have a Supervisor in the relevant Category and you are acting under a Matter Start authorised in your Schedule.
4.33	In order to make a Claim for Controlled Work you must submit a report to us claiming an amount to be reconciled against the payments made to you under the Contract (a "Credit") based on the appropriate Hourly Rates, Standard Fee or Graduated Fee applicable to the Controlled Work carried out, plus disbursements, and VAT. The report must be submitted on a form and in a format approved by us, within 20 days of the end of each month.
4.36	<p>We have the right to Assess all your Claims for Standard Fees and Graduated Fees in accordance with the provisions of the Contract. However, we will not amend any Standard Fee or Graduated Fee payable to you as a result of an Assessment except as set out in this rule:</p> <ul style="list-style-type: none"> (c) we will not pay for work that is outside the terms of the Contract; (d) where your Contract is terminated and you do not (or are not permitted to) complete your Matters and cases then: <ul style="list-style-type: none"> (i) if the Contract terminates under Clause 25.2 of the Standard Terms, or you terminate the Contract pursuant to Clause 25.1 of the Standard Terms, subject to the other provisions of this Paragraph and to any Category Specific provisions, we will pay the Standard Fee or Graduated Fee or pay the case as an Escape Fee Case, as appropriate; or (ii) otherwise, we may pay the lower of the Assessed amount or the Standard Fee or Graduated Fee; (e) where more than one Standard Fee or Graduated Fee has been made for a case that should, in our reasonable view, have been treated as one Matter Start (see Paragraphs 3.29 to 3.49 and the Category Specific Rules) then we may Assess the costs of any additional Standard Fee and Graduated Fee Claims as nil, so that only one Standard Fee or Graduated Fee is payable. Any appeal or

	<p>review of such an Assessment under the Specification will proceed on the basis of determining this issue;</p> <p>(f) in the case of Graduated Fees, we may decide that you have claimed at the wrong level and restrict your payments to a lower level of Graduated Fee;</p> <p>(g) where you have failed to evidence on file that the relevant criteria in the Merits Regulations and Financial Regulations have been met;</p> <p>(h) where you have failed to retain on file evidence that is described in the Procedure Regulations; or</p> <p>(i) where work is not within the scope of Legal Aid.</p>
4.38	<p>We have the right to Assess all your claims for Controlled Work at Hourly Rates. We may Assess the claim either before or after the Credit (as defined in Paragraph 4.33) in relation to that Claim has been given. Where an Assessment is carried out after a Credit has been given in relation to any Matter, then that Credit may be adjusted accordingly.</p>
4.39	<p>When we assess a sample of your Controlled Work Claims, whether paid or payable as a Standard Fee or Graduated Fee or by Hourly Rates, we may apply any findings (see Paragraph 4.40) to your other claims for payment for Controlled Work. When we apply findings in this way, we may do so for all cases commenced under this Contract (or any Previous Contract it has replaced) where costs have been claimed from us either:</p> <p>(a) since the date the file sample was requested for the last contract compliance audit; or</p> <p>(b) from a date 12 months immediately preceding the date the file sample was requested for assessment on the current Audit;</p> <p>whichever is the most recent.</p>
4.40	<p>"Findings" for the purposes of Paragraph 4.39 includes not only findings on particular practices (such as failing to assess financial eligibility) but in relation to more general matters, such as:</p> <p>(a) claiming excessive time for preparation or attendances;</p> <p>(b) the average percentage reduction on assessment of a sample of your files;</p> <p>(c) claiming for more than one Standard Fee or Graduated Fee where we consider that only one such fee should be payable; or</p> <p>where we consider the wrong level of Standard Fee or Graduated Fee has</p>

	been claimed.
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