

Standard Civil Contract (Housing Possession Court Duty Scheme) 2013 Contract Consultation – Legal Aid Agency- July 2020

****This table should be read in conjunction with and alongside the separate mark-up of the HPCDS Contract- Contract For Signature 2013 (the ‘Offer’ letter) document provided.***

LAPG’s comments and proposed amendments in BLUE.

Annex A HPCDS 2013 Standard Civil Contract Specification Category Specific Rules		
Paragraph Number	Amendment proposed during consultation	Rationale
10.16	<p>Amended Clause</p> <p>You may participate in the Housing Possession Court Duty Scheme only if you are authorised to do so under Exclusive Schedule Arrangements. Unless otherwise stated, in Paragraphs 10.16 to 10.55:</p> <p>(a) references to a Schedule refer to your Exclusive Schedule Arrangements for the Housing Possession Court Duty Scheme;</p> <p>(b) “the Scheme” means the Housing Possession Court Duty Scheme operating under this Contract and includes both review hearings and substantive hearings; and</p> <p>(c) “the Service” means services you provide as part of the Scheme, as more specifically described at Paragraphs 10.18 and 10.38 to 10.39; and</p> <p>(d) “Court hearing” means a hearing held at court or some other off-site location. “Remote hearing” means a</p>	<p>These amendments are made to support the Overall Arrangements for Possession Proceedings published by the Master of the Roll’s Working Group on Possession Proceedings.</p> <p><i>Does this need to say ‘advice and representation in relation to both review hearings and substantive hearings’?</i></p>

	hearing held by telephone or video conference.	
10.18 (The Service)	<p>Amended Clause</p> <p>The Service involves the provision at a court of Legal Help and Help at Court (in person at court or some other off-site location or remotely) to Clients with a listed possession hearing as described at Paragraphs 10.36 to 10.39 below. Subject to the terms of your Schedule, work covered by the Scheme may only be claimed for under this Contract.</p>	These amendments are made to support the Overall Arrangements for Possession Proceedings published by the Master of the Roll’s Working Group on Possession Proceedings.
10.20 (Payment)	<p>Amended Clause</p> <p>Payment will be monthly in arrears for work done. Payments will be made separately from your Standard Monthly Payments for other Controlled Work. Periodically we will reconcile your Claims and payments. If, in any Housing Possession Court Duty Scheme session where you are available to advise the client (in person at court or some other off-site location or remotely) but, you have performed no work for Clients we will pay you on the basis that you have seen advised one Client during the session and you are entitled to payment on that basis.</p>	These amendments are made to support the Overall Arrangements for Possession Proceedings published by the Master of the Roll’s Working Group on Possession Proceedings.
10.21 (Payment)	<p>Amended Clause</p> <p>For the purpose of the Scheme, “session” means either a morning or afternoon a period when the court is in session. Consequently, a The court will determine the number of sessions per day and can list a maximum of two sessions per day. However, as long as there must be is a clear break between sessions listed on the same day for two payments can to be claimed for each session. Where the court lists a full day session, you will only be entitled to Claim one</p>	<p>These amendments are made to support the Overall Arrangements for Possession Proceedings published by the Master of the Roll’s Working Group on Possession Proceedings.</p> <p>Take out ‘either’</p> <p>Add ‘there’</p> <p>Add back in ‘for each session’</p>

	payment for this full day session.	
10.22 (Payment)	<p>Amended Clause</p> <p>The rate referred to in the Remuneration Regulations is payable per Client and covers all work for a Client under the Scheme so in relation to a hearing. If you advise or represent the Client at more than one hearing then fees are claimable for each hearing. That no additional payments will be made.</p> <p>There are no additional payments for travel or waiting. No additional payments will be made other than for disbursements incurred in advising or representing a Client at a remote hearing.</p>	<p>These amendments are made to support the Overall Arrangements for Possession Proceedings published by the Master of the Roll's Working Group on Possession Proceedings.</p> <p>There needs to be a detailed explanation in the Guidance as to what disbursements means in this context.</p> <p>How will these disbursements be claimed? Will providers be required to submit receipts (etc.)?</p> <p>Are there financial limits on the disbursements?</p>
10.24 (Matter Start Rules)	<p>Amended Clause</p> <p>If you provide the Service at the session and, within three six months of doing so, subsequently open a new Housing or Debt Matter Start under your 2018 Standard Civil Contract in relation to the same case then you cannot claim any payment for providing the Service at the session court. The costs of providing the Service will be included in the Housing or Debt Matter Start Fixed Fee provided for in the Remuneration Regulations and paid in accordance with your 2018 Standard Civil Contract.</p>	<p>These amendments are made to support the Overall Arrangements for Possession Proceedings published by the Master of the Roll's Working Group on Possession Proceedings.</p>
10.25 (Matter Type Rules)	<p>Amended Clause</p> <p>The rule at Paragraph 10.24 does not apply if you subsequently open a non-Housing/non-Debt Matter Start under your 2018 Standard Civil Contract (where you have authorisations in Categories other than Housing and Debt under that contract) after providing the Service. at court. The Matter Start rules set out in Section 3 of the General Rules of</p>	<p>These amendments are made to support the Overall Arrangements for Possession Proceedings published by the Master of the Roll's Working Group on Possession Proceedings.</p>

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

10.37 (Who can use the scheme?)	<p>Amended Clause</p> <p>You must provide the Service to all Clients who request advice to see a provider under the Scheme.</p>	<p>These amendments are made to support the Overall Arrangements for Possession Proceedings published by the Master of the Roll’s Working Group on Possession Proceedings.</p>
10.38 (Scope of the scheme)	<p>Amended Clause</p> <p>The Scheme covers the following types of proceedings held by at the court set out in your Schedule.</p> <ul style="list-style-type: none"> (a) private rented possession proceedings; (b) public/registered social landlord rented possession proceedings; (c) mortgage possession proceedings; (d) applications to stay/suspend execution of warrants of possession; and <p>Clients with charging orders relating to property whereby the Client is at immediate risk of losing their home through a forced sale.</p>	<p>These amendments are made to support the Overall Arrangements for Possession Proceedings published by the Master of the Roll’s Working Group on Possession Proceedings.</p>
10.39 (Scope of the scheme)	<p>Amended Clause</p> <p>For Clients within the scope of the Scheme (see Paragraphs 10.36 to 10.37) you must provide the following services:</p> <ul style="list-style-type: none"> (a) face-to-face advice (whether in person or remotely) to the Client on the day of the listed hearing; (b) advocacy for the relevant proceedings on the day of 	<p>These amendments are made to support the Overall Arrangements for Possession Proceedings published by the Master of the Roll’s Working Group on Possession Proceedings.</p> <p>The term face-to-face is not appropriate as that must be in person. Some advice and hearings will not be face-to-face. This would be solved by removing the term ‘face-to-face’ completely from (a) and (c).</p>

	<p>the listed hearing (whether face to face or remotely);</p> <p>(c) face-to-face advice (whether in person or remotely) to the Client on the day post the listed hearing, explaining the outcome and the options available to the Client;</p> <p>(d) on the day of the listed hearing, assisting Clients to liaise with third parties;</p> <p>(e) referrals to other Providers to take on follow up work where you are unable to take on this work under your Contract or to other organisations where the Client may not be eligible for Legal Aid;</p> <p>(f) send a letter to each Client setting out your advice.</p>	<p>Face-to-face to be replaced by 'in person' at (b) for consistency.</p>
10.41 (Clients requesting advice outside the terms of the Scheme)	<p>Amended Clause</p> <p>Further to Paragraph 10.40, when considering whether it is appropriate in the circumstances, you should take account of the Client's location and whether it is feasible to deliver face-to-face advice from your Office or remote advice to the Client or whether it is more appropriate to refer the Client to a Provider located nearer the Client.</p>	<p>These amendments are made to support the Overall Arrangements for Possession Proceedings published by the Master of the Roll's Working Group on Possession Proceedings.</p>
10.49 (Flexibility)	<p>Amended Clause</p> <p>Your obligation is to provide the Scheme at the court listed in your Schedule. You must provide the Service at all sessions the court runs and therefore you must have the flexibility to cater for the fluctuations in demand for the Service and deliver the Service using the most appropriate method for the</p>	<p>These amendments are made to support the Overall Arrangements for Possession Proceedings published by the Master of the Roll's Working Group on Possession Proceedings.</p>

	court and the Client (i.e. in person or remotely).	
10.50 (Flexibility)	Amended Clause If you are unable to provide the Service at a court session you must inform your Contract Manager immediately.	These amendments are made to support the Overall Arrangements for Possession Proceedings published by the Master of the Roll's Working Group on Possession Proceedings.
Annex B- 2013 Standard Civil Contract Housing Possession Court Duty Scheme (HPCDS) - Exclusive Office Schedule		
Paragraph Number	Amendment proposed during consultation	Rationale
Table 4 Delegation of the Service	Amended Wording You are authorised to delegate provision of the service to Agents for the purposes of delivering the scheme in the court(s) listed in Table 2. You must ensure that Advisors who act as your agents are appropriate advisors as defined in 10.33 of the Standard Civil Contract specification i.e. they undertake 12 hours a week specialist housing advice. In using Agents you must follow the rules set out in 2.5 and 2.6 of the Civil Specification. As the delegation, will, of necessity be of the entire Matter because the Scheme covers one off advice at a session court the conditions in 2.6 a) to f) must be satisfied. However, for work delivered under this schedule only, we will dis-apply clause 2.6 b) ("the Agent works solely or mainly for you.").	These amendments are made to support the Overall Arrangements for Possession Proceedings published by the Master of the Roll's Working Group on Possession Proceedings.
Table 5	Amended Wording	These amendments are made to support the Overall

<p>Delegation of the Service</p>	<p>This Contract Schedule is dependent on your organisation continuing to hold a Legal Aid Agency Contract with authorisation to undertake mainstream Housing and Debt Services.</p> <p>This Contract Schedule is conditional on your organisation delivering at all sessions listed for the Scheme(s) included in this Schedule on and after 01 October 2018.</p> <p>Your organisation must cover all sessions that the court lists and provide Housing Possession Court Duty Scheme Services to any Client at court with a listed possession hearing Housing problem that requires it requests to see an adviser.</p> <p>Your organisation must deliver the Housing Possession Court Duty Scheme service in accordance with the Service awarded and as committed to in any selection criteria responses given by your organisation at the time of tendering.</p>	<p>Arrangements for Possession Proceedings published by the Master of the Roll's Working Group on Possession Proceedings.</p>
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