

CONTRACT NOTICE OF AMENDMENT

AMENDMENTS TO THE GENERAL CIVIL CONTRACT (SOLICITORS)

To be implemented from 31 October 2005

The contract amendments set out in this notice, which have been subject to consultation with The Law Society and other representative bodies, will be incorporated into the General Civil Contract (Solicitors) from 31 October 2005.

Summary of Amendments

- 1 An amendment to Clause 12A.9 of the Contract Standard Terms to delete the words "in all other respects", which had been included in the Clause in error. (A similar amendment has been made to Clause 12A.9 of the General Criminal Contract Standard Terms.)
- 2 An amendment to Part 1.5 (g) and (h) of the Specification, to match earlier Funding Code amendments providing that devolved powers may not be used to grant or amend emergency certificates on the ground that a case has a significant wider public interest.
- 3 Amendments to the table in Part 2.13 of the Specification so as to add, to the list of disbursements which may not be incurred, the costs of treatment therapy, training etc (unless authorised by the Lord Chancellor).
- 4 To add a new paragraph, at the end of Appendix B to the Specification, which makes it clear that information about possible professional misconduct is likely to be disclosed to a supplier's professional body.

A comprehensive summary of the LSC response to consultation will be published on our website at www.legalservices.gov.uk.

1 Amendments to the Contract Standard Terms

Amend Clause 12A.9 as follows:

“When must you pay third parties?”

9. Subject to Clause 12A.11, you must pay any third parties whom you instruct in connection with Contract Work within three months of submitting any Claim to us that includes their charges and, ~~in all other respects~~ in accordance with the terms of your agreement with them. If you fail to pay a third party in accordance with this Clause 12A.9, we reserve the right to pay the third party and deduct the amount of the payment from any monies payable from us to you under this Contract. We will not do so without first giving you at least 14 days notice, in which you may either confirm to us that you have made payment or demonstrate to our reasonable satisfaction that you have reasonable grounds for not making payment (at present).”

2 Amendments to the Specification - Part 1 Contract Work General Rules

Amend Part 1.5 (g) and (h) as follows:

“(g) grant or refuse an application for Authorised Representation (including emergency certificates). This does not include the devolved power to grant an emergency certificate for a judicial or statutory review (or any other proceeding considered under section 7 of the Funding Code) in an immigration matter unless we have specifically granted you this power in writing. This does not allow you to grant an application on the ground that the case has a significant wider public interest. Decisions on public interest are taken by the Commission (where necessary after referral to the Public Interest Advisory Panel);

(h) amend or refuse to amend an emergency certificate. This does not include the devolved power to amend or refuse to amend an emergency certificate for a judicial or statutory review (or any other proceeding considered under section 7 of the Funding Code) in an immigration matter unless we have specifically granted you this power in writing. This does not allow you to amend on the ground that the case has a significant wider public interest. Decisions on public interest are taken by the Commission (where necessary after referral to the Public Interest Advisory Panel);”

3 Amendments to the Specification Part 2 – Controlled Work: Legal Help, Help at Court and Controlled Legal Representation

Amend the table in Part 2.13 as follows:

“Section A: Disbursements which may be incurred	Section B: Disbursements which may not be incurred
Arbitration fees.	<u>Costs of or expenses in relation to treatment, therapy, training or other interventions of an educative or rehabilitative nature unless authorised by the Lord Chancellor.</u>
Birth and other certificates.	Ad Valorem stamp duties.
Counsel’s fees	Capital duty.
Enquiry agents’ and interpreters’ fees.	Client’s travelling and accommodation expenses save in the circumstances prescribed in Guidance <u>and unless they relate to treatment, therapy, training or other interventions of an educative or rehabilitative nature.</u>
Experts’ fees including for medical reports.	Contact centre fees.
Fees recoverable on oaths.	Court fees unless for a search/photocopies/bailiff service or as part of Controlled Legal Representation.
Non-family Mediators’ fees (see also separate guidance)	Discharge of debts owed by the client, for example, rent or mortgage arrears.
Newspaper advertisements.	Fee payable on voluntary petitions in bankruptcy.
Photographers’ accounts.	Immigration application fees.
Search fees.	Mortgagees’ or lessors’ solicitors costs and disbursements.
Stamp duties of a nominal amount, for example, the fee paid on a power of attorney.	Passport fees.
Travelling expenses of a solicitor, including a solicitor in the capacity of McKenzie friend.	Probate fees.”

4 Amendments to the Specification - Appendix B – General Guidance

Add the following paragraph at the end of this section as follows:

“Guidance on Disclosure of Information

1. For the avoidance of doubt, if we obtain any information that we consider may indicate that there is or has been professional misconduct, we are likely to decide that it will be in the public interest to disclose it to your professional body (Clause 13, Standard Terms).”