

**Invitation to Tender for the delivery of  
Housing Possession Court Duty Schemes  
at the following County Courts:**

- Burton-upon-Trent
- Dudley & Stourbridge
- Stoke-on-Trent
- Rugby
- Stafford
- Worcester
- Kidderminster & Redditch
- Worthing
- Eastbourne
- Weston-super-Mare
- Weymouth & Dorchester
- Basildon
- Bury St.Edmunds
- Colchester
- Southend
- Ilford
- Preston
- Whitehaven

**Information for Applicants (IFA)**

**AUGUST 2008**

<b><u>Contents</u></b>	<b><u>Page Number</u></b>
<b>Section One: Background</b>	
1.1 Introduction	2
1.2 Summary of the Housing Possession Court Duty Scheme	3
1.3 The LSC and its work	3
1.4 Using this Information for Applicants (IFA)	5
<b>Section Two: Information about the Service we are inviting Organisations to deliver</b>	
2.1 What are organisations applying for?	6
2.2 Background to the Housing Possession Court Duty Scheme	6
2.3 Who are we looking to contract with?	7
2.4 Legal status of Applicants	7
2.5 Contract for the Scheme	7
2.6 Number of organisations required for the Scheme at each Court	8
2.7 Who can use the Scheme and is it free?	8
2.8 Payment	8
2.9 How the Scheme will operate	9
2.10 Tendering for work at each Court	9
2.11 How the Scheme fits other types of legal aid services in Housing	9
2.12 Volumes of clients seeking Services under the Scheme	10
2.13 Referrals	11
2.14 Reporting on the Scheme	11
2.15 Application for Specialist Quality Mark (SQM)	11
2.16 Supervision	12
2.17 Service must commence on 3 November 2008	12
2.18 Contracting with current Providers for this work	12
2.19 Contracting with new Providers for this work	12
<b>Section Three: The Tender Process</b>	
3.1 Key date	13
3.2 Preparation of Tender	13
3.3 What documents do you need to prepare your Tender?	13
3.4 The Tender Form	14
3.5 Criteria	14
3.6 Scoring System	14
3.7 How to submit your Tender	15
3.8 Awarding contracts	16
3.9 Appeals	16
3.10 Conditions of Tender Process and disclosure of information	16
3.11 Questions about the Tender Process	17
3.12 Timeline	18
<b>Section Four: Conditions of Tender</b>	19
<b>Section Five: Criteria</b>	23
Appendix One	– Background information about civil contracting
Appendix Two	– Specialist Quality Mark (SQM) definition of Housing
Appendix Three	- <i>Draft</i> HPCDS Schedule
Appendix Four	- Information on the County Courts where a Scheme is required
Appendix Five	- Tender Form (see separate document)

## Section One: Background

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### 1.1 Introduction

The Legal Services Commission (the "LSC") is continuously looking for new and innovative ways of ensuring people gain access to justice what ever their circumstances. This is an open tendering exercise and we are inviting tenders from organisations that wish to deliver Housing advice under a Housing Possession Court Duty Scheme (the "Scheme") for clients who are listed to attend County Court in relation to Possession proceedings and have not had advice prior to the hearing.

Organisations wishing to tender do not need to be current providers and new entrants to the market are welcome. This Scheme will be carried out under our main contract with civil legal aid providers – the Unified Contract (Civil).

***The Scheme is aimed at providing immediate legal advice and advocacy at the Court to individuals, at risk of losing their home, who have not received legal advice in advance of their hearing.***

We are inviting tenders from organisations that can deliver a Scheme at the following County Courts:

- Burton-upon-Trent
- Dudley & Stourbridge (one Scheme covering two courts)
- Stoke-on-Trent
- Rugby
- Stafford
- Worcester
- Kidderminster & Redditch (one Scheme covering two courts)
- Worthing
- Eastbourne
- Weston-super-Mare
- Weymouth & Dorchester
- Basildon
- Bury St.Edmunds
- Colchester
- Southend
- Ilford
- Preston
- Whitehaven

We are looking for one organisation to deliver all the Services under each Scheme in each particular location. You may tender to deliver the Scheme at one or more of the Courts listed.

**The closing date for submission of tenders is 12 Noon on Thursday 4 September 2008.**

The most up to date information we have on each of the above Courts and the Possession proceedings listed at the Courts is contained in Appendix Four.

## **1.2 Summary of the Housing Possession Court Duty Scheme (“the Scheme”)**

The Scheme offers on-the-day advice and advocacy to clients who have a hearing listed on a particular Court day irrespective of eligibility under means and merits tests. All organisations delivering services under the Scheme must ensure cover is provided at the Court on all the days the Possession hearings are heard.

Organisations will be required to provide Service in the following types of Proceeding under the Scheme:

### Types of Proceedings covered by the Scheme:

- Private rented possession proceedings
- Public/Registered Social Landlord rented possession proceedings
- Mortgage possession proceedings
- Applications to stay/suspend execution of warrants of possession
- You may also assist clients with charging orders relating to property - whereby the client is at immediate risk of losing their home through a forced sale (i.e. not when the charging order is being put in place)

### Services to the client using the Scheme on the day of the hearing

Organisations will be required to provide the following Services under the Scheme:

- Face to face advice to the client on-the-day, prior to the hearing;
- Advocacy for the relevant Proceedings on the day of the hearing;
- Face to face advice to the client on-the-day, post the hearing, explaining the outcome and the options available to the client;
- On the day of the hearing assisting clients to liaise with 3<sup>rd</sup> parties, for example negotiating payments with landlords or lenders or assisting clients with payment plans if appropriate in the circumstances;
- Referrals to other providers to take on follow-up work where you are unable to take on this work under the normal arrangements of your Unified Contract (Civil) or to other organisations where the client may not be eligible for legal aid;
- Send a letter to each client setting out your advice in accordance with the SQM.

## **1.3 The LSC and its work**

### **A. The LSC**

The LSC is responsible for the provision of civil and criminal legal aid in England and Wales. Recipients of legal aid are often vulnerable and socially excluded people who may have a variety of problems in areas such as benefits and tax credits, debt or crime. Through the provision of information, advice and legal representation, the LSC helps around two million people each year to get access to justice.

The LSC was established under the Access to Justice Act 1999, replacing the Legal Aid Board in April 2000. The LSC is a non-departmental public body sponsored by the Ministry of Justice. The Secretary of State for Justice is accountable to Parliament for its activities and performance. With a head office in London, the LSC currently employs some 1,650 staff in 11 offices across England and Wales. A board of independent Commissioners oversees its work.

The LSC has a number of statutory duties including:

- Maintaining and developing the Community Legal Service and the Criminal Defence Service;
- Funding legal and advice services in England and Wales; and
- Identifying where there are unmet legal and advice needs.

Legal services are delivered through two schemes: the Criminal Defence Service and the Community Legal Service (civil categories of publicly funded services).

## **B. The Community Legal Service (“CLS”)**

The CLS consists of a network of legal and advice funders and providers across government and the private and voluntary sectors (known as “Providers”). The network includes solicitors and citizens advice bureaux, law centres and other community organisations, which have achieved the LSC’s own ‘Quality Mark’. The LSC has been contracting with Providers to deliver services since 2000. In addition to individual organisations, the LSC is also working with local councils to set up Community Legal Advice Centres and Networks. The aim of the LSC’s procurement programme is to provide resources, on a ‘one-stop-shop’ basis, for those clients whom research has shown generally have ‘clusters’ of problems. Where clients have more than one issue on which they need advice or assistance, research shows that if a client has to go to more than one supplier of legal advice services, they are more likely to abandon the seeking of advice, leaving their needs unfulfilled.

Through the CLS, people can access relevant information, advice and assistance to help with matters as wide ranging as family, mental health, debt, asylum, housing, employment, community care and education.

Help on offer varies according to the nature of the problem. It may take the form of basic advice, information leaflets or signposting to other services, some of which are funded by local authorities and other government departments. It may also involve specialist advice, including taking cases to Court when necessary, with legal aid funding available to those who are eligible.

The publicly funded civil work that may only be carried out under our contracts is determined by our Funding Code, which can be found at [www.legalservices.gov.uk](http://www.legalservices.gov.uk) (CLS>civil legal aid eligibility) and is governed by the terms of the Unified Contract (Civil). An outline of the Unified Contract (Civil) is set out in Appendix One. A full copy is available on our website (CLS>The Unified Contract).

## **C. Reform Programme**

The LSC and its sponsoring department (the Ministry of Justice) are currently going through a reform programme following Lord Carter’s Review of Legal Aid Procurement 2006 (Legal Aid: A Market based approach to reform).

The key document setting out the Reform Programme is 'Legal Aid Reform: The Way Ahead' (Cm6993 – available on our website). However, following further negotiations with The Law Society the LSC has now announced a revised timetable (the Civil Route Map) for implementation of the Reform Programme, which can also be accessed on our website.

In line with our Reform Programme, we are also intending to procure over the next 3 - 5 years a number of Community Legal Advice Centres and Networks. We have published on our website the list of areas where we are in discussions with local authorities about setting up Community Legal Advice Centres and Networks before 1 April 2010.

#### **1.4 Using this Information for Applicants (IFA)**

These instructions are designed to ensure that all Applicants are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified.

This Information for Applicants (IFA) contains the information you will require to submit your Tender. It contains information on how to tender, what the successful organisation would be expected to deliver and the criteria on which we will assess applications. You are encouraged to read this IFA in its entirety and where specified, download additional information from our website at [www.legalservices.gov.uk](http://www.legalservices.gov.uk). Please also regularly visit our website to review any 'Frequently Asked Questions' ("FAQs") and other important information regarding this Tender process.

This IFA is split into **Five** sections for your ease of reference:

**Section One** contains background about the LSC's invitation to tender for a Scheme;

**Section Two** contains information about the Scheme for which we are inviting tenders.

**Section Three** contains information about this Tender Process e.g. how you must submit your tender. We recommend you study this section carefully to ensure your application is made correctly.

**Section Four** contains the Conditions of Tender.

**Section Five** contains the specific Essential criteria and Selection criteria, against which you must demonstrate your suitability in your Tender Form.

Appendix One	– Background information about civil contracting
Appendix Two	– Specialist Quality Mark (SQM) definition of Housing
Appendix Three	- <i>Draft</i> HPCDS Schedule
Appendix Four	- Information on County Courts where a Scheme is required
Appendix Five	- Tender Form (see separate document)

## **Section Two: Information about the Service we are inviting Organisations to deliver**

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### **2.1 What are organisations applying for?**

We are looking for organisations to provide a Housing Possession Court Duty Scheme (the “Scheme”) for clients who are listed to attend Court in relation to Possession proceedings

Within this IFA we are looking to set up a Scheme in each of the following County Courts (“Court”):

- **Burton-upon-Trent**
- **Dudley & Stourbridge\***
- **Stoke-on-Trent**
- **Rugby**
- **Stafford**
- **Worcester**
- **Kidderminster & Redditch\***
- **Worthing**
- **Eastbourne**
- **Weston-super-Mare**
- **Weymouth & Dorchester**
- **Basildon**
- **Bury St.Edmunds**
- **Colchester**
- **Southend**
- **Ilford**
- **Preston**
- **Whitehaven**

*\* Means that the Scheme must be provided in both court locations covered by the County Court.*

### **2.2 Background to the Housing Possession Court Duty Scheme and how County Courts are chosen**

Duty advice schemes have been running at County Courts for over 20 years.

In 1999, Lord Woolf’s “Access to Justice” report contained a chapter on litigants in person, and the difficulties they pose not only for their own access to justice but for judges and the Court Services. Lord Woolf recommended that the Courts and the justice system take a more pro-active role in giving information and advice to unrepresented litigants, and that the LSC assist litigants in person through the provision of Duty Schemes.

The LSC has established 71 Schemes covering 94 County Courts<sup>1</sup> across England and Wales (in addition there are other similar schemes which are supported by funding from other bodies such as local authorities).

In assessing whether a Scheme is viable in a particular Court we have taken into account:

- The number of possession hearings listed per year. As a minimum, at least 300 hearings should be listed in the Court, or combination of Courts, to have a Scheme.

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<sup>1</sup> Some County Courts cover more than one location

- The level of support from the Court concerned- the Court needs to be supportive of the Scheme in order to be able to work with it effectively.

All the Courts identified in this IFA are suitable for a Scheme against the above principles. The LSC is working closely with the Department for Communities and Local Government and HM Court Service to identify other County Courts without Schemes.

### **2.3 Who are we looking to contract with?**

Firms of solicitors, other commercial organisations and Not for Profit advice agencies are all welcome to Tender to deliver a Scheme(s).

Organisations do not need to be current contracted Providers under a Unified Contract (Civil) in order to apply, and new entrants to the market are welcome.

Successful Applicants must be able to demonstrate that they meet the Essential and Selection criteria.

### **2.4 Legal status of Applicants**

We understand from previous bid rounds that organisations may wish to join together in groupings or consortia or expand to put in Tenders which create subcontracting arrangements. However, at the present time, we only wish to contract with a single legal entity for the purposes of providing these face-to-face advice services.

Therefore, should you wish to join up with others it will be necessary to form a new single legal entity to provide the advice services required. This will mean that the single entity will be responsible for ensuring the performance of the Provider's obligations under the Scheme.

Where you wish to join together, we will not require you to do this before putting in your Tender. However, you would need to confirm to us in writing at the time you Tender that this is the case, and confirm that should you be offered a Contract the single legal entity will be in place before the date on which the services commence. The award of a Contract will be conditional upon the single legal entity being in place.

We will also not accept any subcontracting arrangements (e.g. where you will pay another organisation to deliver part of the service), instead your organisations must be able to provide all the Services under the Scheme without the need to refer any of these Services to other organisations.

### **2.5 Contract for the Scheme**

Appendix One provides a brief outline of the structure of the Unified Contract (Civil), which will underpin this Scheme.

Appendix Three to this IFA contains the *draft* Schedule that sets out the particular contractual provisions, which will govern the relationship with successful Providers as well as the rules that will facilitate the operation of the Scheme. In addition, to the Schedule the rest of the provisions in the Unified Contract (Civil) will also apply (subject to any provisions which are dis-applied or amended by the Schedule).



## **2.9 How the Scheme will operate**

This Scheme seeks to provide clients with access to advice by ensuring that regular arrangements are in place at the Court. Organisations that are successful in this tender exercise will have to have sufficient advisers present at the Court to deliver Services under the Scheme to the number of clients requesting it.

We have provided in Appendix Four the numbers and frequency of listings at each Court where we were able to obtain this information. *Whilst we are unable to provide any data as to how many of those clients listed are likely to request advice under the Scheme, data from other Schemes in operation suggest that on average 18% of clients listed will request Services under the Scheme.*

When an individual comes to Court, Court Services staff should direct them to the Housing Possession Duty Scheme desk where the client can talk to the adviser about their case and obtain advice.

Most of the cases dealt with by the Scheme involve rent arrears, and the key role of the advisers is to represent the client in negotiations with the landlord before the hearing takes place. If necessary, the adviser will then represent the client in Court. In some cases, if the client has not sought advice the judge will delay the hearing to enable the client to speak to the Scheme adviser.

After the hearing, the adviser must write up the advice given and outcome of the Proceedings, and any follow up work required, and give this to the client for their information.

## **2.10 Tendering for work at each Court**

In your Tender Form you must separately tender for each Court at which you wish to deliver the Scheme. Your tender must include details of how you meet both Essential and Selection criteria for each Scheme.

An important part of assessing tenders will be the assessment of the realistic and effective management plans for providing the Service required under the Scheme. In addition we will also favour organisations that have experience of delivering rota/ duty type schemes and have in place procedures for identifying and dealing with other non-housing legal problems.

## **2.11 How the Scheme fits other types of legal aid services in Housing**

### **New entrants**

New entrants will not, as a result of this invitation to tender, receive a contract to deliver housing advice outside the terms of the Scheme.

Therefore new entrants will need to refer the client to an organisation that will be able to provide the necessary help (i.e. an alternative face-to-face provider that holds the SQM in the relevant Category of Law, or Community Legal Advice or other telephone advice services where this is appropriate or acceptable for the client in the circumstances of the case).

## **Existing Providers - Legal Help, Help at Court and Licensed Work**

If you hold a Unified Contract (Civil) and a client requires further assistance on either their possession case or on another matter (e.g. debt, benefits, disrepair) and you are able to provide these services (i.e. your contract permits work in a particular Category of Law and you have sufficient Matter Starts available), you may do so in accordance with the contractual provisions.

If you are unable to provide these services, you will be required to refer the client to an organisation that will be able to provide the necessary help (i.e. an alternative face-to-face provider that holds the SQM in the relevant Category of Law, or Community Legal Advice or other telephone advice services where this is appropriate or acceptable for the client in the circumstances of the case).

### *Emergency Representation*

If, on the hearing day, the client has a substantive defence that justifies the grant of legal representation you should, in the first instance, seek an adjournment. This will allow you to make an application for a Licensed Work certificate or refer the client to an alternative provider.

In exceptional cases it may be appropriate for you to grant Emergency Representation. However the fact that advocacy under the Scheme is available is not, of itself, a ground for refusing Emergency Representation where it would otherwise be justified.

Any grant of Emergency Representation by you is made under your Unified Contract (Civil) and any work performed under it is carried out, not under the Scheme, but under your Unified Contract (Civil), provided you have an Office Schedule confirming that you are entitled to perform such work.

## **2.12 Volumes of clients seeking Services under the Scheme**

We expect organisations to have an appropriate adviser present at the Court to cover the period when all Possession listings are heard.

Organisations will be required to work with the Court to set up the Scheme to ensure access to the Services for clients at the appropriate times. In addition organisations will need to liaise with the Court to ensure they are visible and have the necessary space within the Court building to deliver the Scheme.

You must ensure you are notified of, or take steps to keep apprised of, any changes to Court schedules and changes to the times/sessions/days of the Schemes.

The number of clients at Court is constantly changing and there is no accurate way of estimating how many individuals will be listed at any one time and there may be times when the throughput of clients is higher than normally expected. We therefore need organisations that can demonstrate that they can offer flexibility and adapt or expand their service when required.

We will not set a maximum or minimum number of clients to be seen, as this is outside the control of the Court, LSC and the Provider, however you are required to provide all the Services to all clients who request assistance under the Scheme.

## 2.13 Referrals

The CLS strategy 'Making legal rights a reality' confirmed that we would begin to procure face-to-face services in social welfare areas of law that recognised the multiple nature of clients' problems. Whilst this Scheme is for the provisions of housing Services we wish to contract with organisations that understand that a client's core problems may not be restricted just to the Housing Category of Law.

Preference will be given to organisations that can demonstrate they will put in place procedures for advisers to identify and deal with any other non-housing legal problems, which a client may have.

Further to paragraph 2.11 above, if you are unable to provide further services that the client requires, you will be required to refer the client to an organisation that will be able to provide the necessary help.

## 2.14 Reporting on the Scheme

In addition to reporting and auditing requirement (as set out in the Unified Contract (Civil Standard Terms), organisations will be required to keep a central record of clients seen, including the results from means assessment questionnaires.

Although eligibility does not depend on the client's financial situation, we do require a short means assessment questionnaire to be carried out. This is to let us know how many clients would be eligible for the Scheme if there were a means test, and to measure the impact a means test might have.

Therefore you must ensure that, for each client, the means questionnaire is completed.

You will be required to report this information to the LSC on a monthly basis via the reporting spreadsheet.

## 2.15 Application for Specialist Quality Mark (SQM)

As per the Essential criteria, if you do not already hold the SQM in the Housing Category of Law, you will need to submit those forms required for you to achieve the SQM qualification. You will need to submit one set of the following SQM documents for each office from which you intend to deliver services:

- QM1;
- SQM Self Assessment Checklist
- Supervisor Declaration Form
- Status Enquiry Form (SIF and OSS)
- Copy of your Office Manual.

***N.B: It will be a condition of any award of contract, that, where it has not already done so, the organisation must pass the desktop stage of the SQM in all the relevant the Housing Category of Law prior to the service commencing.***

If you are successful in being awarded a contract, between the award and the start of the service, we will then conduct an internal, paper-based audit of the documents (known as a 'Desktop Audit') and your Office Manual to determine whether to award the SQM. We

reserve the right to conduct further enquiries as to suitability, or to audit new contractors within the duration of the Contract, where appropriate.

## **2.16 Supervision**

Advisers providing Services must at all times be supervised by a supervisor who meets the Housing Supervisor Standard set out in the Specialist Quality Mark. The supervisor must ensure effective systems of supervision are in place to run the Scheme and that experienced advisers are present at the Court when the Scheme is required.

## **2.17 Service must commence on 3 November 2008**

It is anticipated that we will award contracts to successful organisations in early October. It is an Essential criterion that the organisation must be able to commence the Scheme on 3 November 2008 (although the first day when hearings are listed may be at a later date). Therefore following the award of a contract, organisations will need to begin to liaise with the Courts to prepare for the Scheme start date of 3 November 2008.

This will be a fundamental condition of any award of contract. Failure to have the Scheme up and running by 3 November 2008 may amount to a fundamental breach and the Contract will be terminated.

## **2.18 Contracting with current Providers for this work**

Organisations usually hold only one Unified Contract (Civil) for civil work with the LSC. Consequently, if your Tender is successful, your Contract will be amended to include the additional work awarded under this Tender Process. This will be achieved by the award of an additional Housing Possession Court Duty Scheme Schedule (See Appendix Three).

### *Important notes for current Providers under the Unified Contract (Civil)*

This tender exercise is to procure additional work under new funding and therefore it has no impact on work already authorised for a current Provider, as set out in their Unified Contract (Civil) Office Schedule/s.

## **2.19 Contracting with new Providers for this work**

Further to paragraph 2.15 (Application for Specialist Quality Mark), to meet the Essential Criteria, if you do not currently hold a Unified Contract (Civil) you must enclose, with your Tender Form the required supporting documentation (see Section Two below), including your Office Manual, to apply for the Specialist Quality Mark.

If awarded a Unified Contract (Civil) you may also be required to fill in additional LSC forms (applying for an account number etc).

New Providers will be awarded a Unified Contract (Civil) i.e. authorising the organisation to carry out Services under the Scheme only.

## **Section Three: The Tender Process**

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### **3.1 Key date**

The closing date for submitting tenders is **12 Noon on Thursday 4 September 2008.**

This is a competitive tender and organisations must take care to ensure they:

1. Comply with the Conditions of Tender set out in Section Four;
2. Demonstrate how they meet the relevant criteria contained in Section Five; and
3. Fill out the Tender Form and submit all relevant information (see Appendix Five standalone document).

### **3.2 Preparation of Tender**

Applicants are required to complete and provide all information required by the LSC in accordance with the Conditions of Tender and the IFA. Failure to comply with the Conditions and the IFA may lead the LSC to reject a Tender.

The LSC relies on applicants' own analysis and review of information provided. Consequently, applicants are solely responsible for obtaining the information which they consider should be submitted in order for the LSC to make decisions regarding the content of their Tenders and to undertake any investigations considered necessary in order to verify any information provided to it during the procurement process.

### **3.3 What documents do you need to prepare your Tender?**

Applicants should read this IFA and all relevant documentation carefully before completing the Tender Form. Failure to comply with these requirements for completion and submission of the Tender may result in the rejection of the Tender. Applicants are advised therefore to acquaint themselves fully with the extent and nature of the services being procured by the LSC and the associated contractual obligations.

**If any of the application documents are missing or incomplete the tender may be rejected prior to assessment.**

**Responses must be submitted in English and be word-processed for ease of reading.**

Section Five contains the criteria against which we will assess tenders. Should you be interested in delivering the service you must demonstrate how you meet the criteria.

The extent to which you meet the criteria will be assessed on the basis of the responses you give to the questions set out in the Tender Form.

Please read the criteria carefully and ensure that you address all the points listed in your answers on the Tender Form.

*You must submit:*

- Tender Form (with any additional pages numbered sequentially e.g. 1 of 6)

### **3.4 The Tender Form**

To apply, organisations must complete a Tender Form.

The Tender process is set out below. If you cannot meet the requirements of the Essential criteria set out in Section Five please do not complete your responses to the Selection criteria, as your Tender Form will not be assessed.

We will rely on the information that you provide on this Tender Form in evaluating the criteria, and it is essential that you complete the Tender Form fully and accurately so that you do not misrepresent your position. We may clarify the information you supply with you, although you should not assume we will do so.

### **3.5 Criteria**

The nature of the work means that we will be seeking to award contracts to those organisations that are able to offer the best service to clients through breadth of service, skilled and experienced staff and effective supervision arrangements.

The selection criteria are split into two main sections:

- (a) Essential criteria
- (b) Selection criteria

The scoring systems for and application of these criteria are described below.

Please ensure that you address all the points listed in the criteria in your answers on the Tender Form and that you answer every question on the form. The criteria for each separate Tender covered by this IFA are contained in Section Five of this IFA.

### **3.6 Scoring System**

#### **Essential criteria**

Section Five contains a list of criteria all of which are essential. Any bid that fails to meet any of these essential requirements will not be considered further.

Essential criteria will therefore be assessed on the basis of pass or fail. An applicant must pass all of the Essential criteria.

#### **Selection Criteria**

Section Five contains a list of Selection criteria.

Selection criteria will be assessed on a rating of 1–5 with '5' ("excellent") being a tender which bests meets the criteria and '1' (poor) being a tender which least meets the criteria.

The following weighting will be applied to each Selection criterion:

Question 1 – Scores will be multiplied by 3

Question 2 – Scores will be multiplied by 2

Question 3 – Scores will be multiplied by 1

### **3.7 How to submit your Tender**

Tenders should be sent by hand delivery, recorded delivery/ guaranteed post, courier, tracked DX or other form of delivery where proof of delivery is given to you by an independent source. **We must receive tenders by 12 Noon on Thursday 4 September 2008.**

For the avoidance of doubt it is not a condition of this tender that you may only use hand delivery, recorded delivery/ guaranteed post, courier, tracked DX or other form of delivery where delivery is guaranteed and proof of delivery is given to you by an independent source. If you choose to use ordinary post or any other form of non-guaranteed delivery (except for fax or email which are not permitted under any circumstances) we will consider your application if it arrives before the deadline. However, if it arrives after the deadline or does not arrive at all, any delivery failure will not constitute exceptional circumstances under the Conditions of Tender at 4.1 below.

**Faxed or emailed applications will not be accepted and we will not consider any applications submitted to us by these methods.**

Tenders will be received any time up to the deadline stated above.

All applications, however sent, must be marked “Housing Possession Court Duty Scheme” Tender – Private & Confidential - for the attention of Alison Browne”.

Please return applications to:

Alison Browne  
Social Welfare Law Policy Team  
Legal Services Commission  
1<sup>st</sup> Floor  
12 Roger Street  
London  
WC1N 2JL

DX 328 London/Chancery Lane

**Applications sent to Regional Offices will not be accepted and we will not consider any applications submitted to us in this way.**

Apart from confirming receipt by telephone in response to your enquiry to a LSC office, please note that we will not check receipt and/or notify you under any circumstances and it is ultimately your responsibility to take all necessary steps to ensure that your application has arrived before the deadline. Please note that we will not acknowledge receipt of any applications in writing.

### **3.8 Awarding contracts**

We wish to have only one organisation to deliver the Scheme in each of the Courts.

### **3.9 Appeals**

Where a Tender received by us is unsuccessful or rejected, applicants will be given written reasons as to why it was unsuccessful or rejected. There will be limited rights of appeal against our assessment of your tender or our decision to reject your application if it is incomplete.

The right of appeal applies only in the following circumstances: -

(a) where an application is rejected because it has not been received by the deadline, on the basis that their application fell within the "exceptional circumstances" provided for in the Conditions of Tender;

(b) where the applicant does not meet all of the Essential criteria; and

(c) where the applicant meets fewer of the Selection criteria or is scored lower on the Selection Criteria than the other applicants who were successful.

Appeals should be made to the address as set out in Section 3 by the 3<sup>rd</sup> of October 2008.

The Legal Director (or the Legal Director's appointed representative) will review all appeals, and he or she will determine the procedure and will decide whether to invite or require any further information and will notify you accordingly, before making a determination on the appeal.

There will be no further right of appeal.

### **3.10 Conditions of the Tender Process and disclosure of information**

It is important to note that the sensitivity of information is likely to change over time and therefore it is likely that general contract details would be disclosed once the selection process is complete. Where possible, we would consult with you before any disclosure was made. The rules of the tender process (including application and selection rules) contained in this Information for Applicants are not legally binding and no contract is formed between applicants and the LSC. However, this Information for Applicants, the Tender Form and documents submitted as part of your tender, will form part of the contract for the successful organisation(s).

**The Conditions of Tender are set out in Section Four and the closing date and time for Tenders to be received by us, is 12 Noon on Thursday 4 September 2008.**

### **3.11 Questions about this Tender Process**

If you have questions you are welcome to ask them up until **4pm on Thursday 21 August 2008**.

Questions on information contained in this document or which we consider to be of wider interest will be collated and answered centrally in writing, to ensure that all organisations and interested parties have equal access to the information in the answers. These questions and answers will be published regularly on our website, with final answers published on **Wednesday 27 August 2008**. All personal or identifying information will be removed prior to publication.

Please email your questions, headed "*Housing Possession Court Duty Scheme Tender Query*" direct to the following dedicated email address:  
[CLSPolicy@legalservices.gov.uk](mailto:CLSPolicy@legalservices.gov.uk)

### 3.12 Timeline

<b>Stage</b>	<b>Activity</b>	<b>Timescale</b>
Stage 1	Documents published <ul style="list-style-type: none"> <li>▪ IFA</li> <li>▪ Tender Form</li> </ul>	<b>Thursday 7 August 2008</b>
Stage 2	Last date for receipt of emailed questions	<b>4 pm Thursday 21 August 2008</b>
Stage 3	Last date upon which responses to questions to be published	<b>Wednesday 27 August 2008</b>
Stage 4	Closing date for Tenders to be received.	<b>12 Noon on Thursday 4 September 2008</b>
Stage 5	All Organisations advised of the outcome of its tender	<b>19 September 2008</b>
Stage 6	Final Date for receipt of Appeals	<b>3 October 2008</b>
Stage 7	Outcome of Appeals (estimate)	<b>10 October 2008</b>
Stage 8	Contract documents sent to successful tenderers (estimate)	<b>10 October 2008</b>
Stage 9	Commencement of Scheme	<b>3 November 2008</b>

## Section Four: Conditions of Tender

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### Conditions of Tender

4.1 Tender Forms will be received until **12 Noon on Thursday 4 September 2008**. No Tender Forms will be accepted after this time unless there are exceptional circumstances as defined in condition 4.2 below. Outside these exceptional circumstances we will not consider any late responses nor will we consider requests for extension of the time or date fixed for the submission of responses.

4.2 “Exceptional circumstances” means a cause which prevents the Applicant from meeting the stated time and date for submission of applications and which is directly attributable to an event or accident which:

- (a) was beyond the actual contemplation of the organisation concerned;
- (b) would ordinarily be beyond the contemplation of a reasonable organisation; and
- (c) the impact of the event or accident on the delay was not attributable to any act or omission of the organisation.

For example, act of God, war or national emergency, acts of terrorism, fire, flood, or storm. For the avoidance of doubt, if you submit your application by ordinary post or ordinary DX or any other method which does not result in proof of delivery, then failure of any of these methods will not constitute “exceptional circumstances”.

4.3 All applications must be signed by a duly authorised director, partner or designated member of the applicant.

4.4 We reserve the right to amend the Conditions of Tender, the Tender process/procedure and/or the criteria, at any time in writing before or after the application closing date, by giving general notice on our website.

It is the obligation of applicants to make sure that their Tender Form is fully and accurately completed and accompanied by the appropriate documents. We are under no obligation to contact you to clarify your Tender or to obtain missing information or documents. It may not be possible to consider a Tender if incomplete information is given at the time of Tender, or if any particulars and data asked for in the IFA or Tender Form are not provided in full.

We reserve the right to take into account any knowledge of an organisation that we may have, but organisations should not assume that any such information will be taken into account and should restate it on their Tender Form if they consider it relevant. For organisations that already hold a Unified Contract (Civil), we may corroborate the information given on your Tender Form with your local LSC office.

4.5 You are required to reply to all questions on the Tender Form, even if you have previously provided this information or if you think we are already aware of it (e.g. if you hold an existing Contract with us). This is to ensure that we can compare each application and applicant in a fair, like-for-like and reasonable manner.

4.6 We may request organisations give additional information/clarification at any time during the Tender process. You should be prepared to discuss any aspect of your response with us.

4.7 Any questions and answers posted on our website during the Tender process (or before) will not form part of the Contract. Information on errors and omissions may

also be posted on the website during the Tender process. Where due notice is given, such information may form part of the Contract.

- 4.8 After evaluation is complete, we will retain copies of all responses for such time as we consider reasonable to satisfy our audit obligations and for other purposes in accordance with condition 4.19 below.
- 4.9 We reserve the right to cancel this invitation in its entirety, or individual Invitations to Tender outlined in detail in Section Five, at any time at our absolute discretion.
- 4.10 If you are successful your application and any documents submitted as part of the application, may form part of your Unified Contract (Civil).
- 4.11 Tender Forms are submitted on the conditions stated in this IFA (as may be amended). Tender Forms submitted subject to additional or alternative conditions may be rejected on the grounds of such conditions alone.
- 4.12 By submitting a Tender Form, you are agreeing to be bound by the terms and conditions in the Unified Contract (Civil) and the Housing Possession Court Duty Scheme Schedule if you are awarded a Scheme under this tender process.
- 4.13 The right of appeal for unsuccessful applicants is limited to that set out at Section 3.9.
- 4.14 Applicants are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their Tender and all other stages of the selection and evaluation process. Under no circumstances will the LSC, or any of their advisers, be liable for any costs.
- 4.15 All intellectual property rights in this IFA, associated documents, Tender Forms, and Contract Documents are and shall remain our property.
- 4.16 While we have taken all reasonable steps to ensure, as at the date of this document, that the facts which are contained in this document are true and accurate in all material respects, we do not make any representation or warranty as to the accuracy or completeness or otherwise of this document, or the reasonableness of any assumptions on which this document may be based. All information supplied by us to organisations, including that within this document, is subject to organisations' own due diligence. We accept no liability to organisations whatsoever resulting from the use of this document, or any omissions from or deficiencies in this document.
- 4.17 The award of Scheme does not guarantee a minimum amount clients or contract work. The LSC does not control the allocation of cases or work under the Scheme. Providers will be authorised to undertake work at the specified Court subject to any bespoke contracting conditions set out in the Schedule. Beyond this, work is obtained under open market conditions, where clients are free to choose a legal representative of their choice to advise or represent them.
- 4.18 It is your responsibility to obtain at your own expense all additional information necessary for the preparation of your response to the application documents. No claims of insufficient knowledge will be entertained.
- 4.19 We may use the information included in your response for any reasonable purpose connected with this application exercise.

4.20 Any organisation who directly or indirectly canvasses any employee of the LSC concerning the award of the Contract(s) will be disqualified.

4.21 All organisations are recommended to seek their own financial and legal advice.

### **Confidentiality and Freedom of Information Act 2000**

4.22 Applicants should note that under the Freedom of Information Act 2000 (“the FOIA”), we may be required to disclose details of your application to third parties, either during or after the application process. We can only withhold information where it is covered by a valid exemption as set out in the FOIA.

If you are concerned about possible disclosure you should clearly identify the specific parts of your application and supporting documentation that you consider commercially sensitive or confidential (within the meaning of the FOIA), the harm that disclosure may cause and an estimated timescale of that sensitivity.

You should be aware, however, that the receipt by us of information marked ‘confidential’ does not mean that we accept any duty of confidence in relation to that marking. Neither do we guarantee that information identified by you will not be disclosed, where the public interest favours disclosure.

It is important to note that the sensitivity of information is likely to change over time and therefore it is likely that general contract details will be disclosed once the selection process is complete. The rules of the Tender process (including application and selection rules) contained in this IFA are not legally binding and no contract is formed between applicants and the LSC. However, this IFA, the Tender Form and documents submitted as part of the Tender, will form part of the Contract for the successful Tenderer.

### **Definitions**

4.23 When used in this IFA, the following expressions shall have the meanings set out below.

“Act” means the Access to Justice Act 1999;

“Category of Law” or “Category” or “Category of Work” means a category of law defined in the Funding Code (and which may be described in the Funding Code as an “SQM Category”) and any reference to any Category of Law by name alone e.g. “Housing” implies the words “Category of Law” immediately following it;

“Community Legal Service” (or “CLS”) has the meaning given in Section 4 of the Act;

“Contract” means the Unified Contract (Civil) which consists of the all the Contract Documents;

“Contract Documents” means the Unified Contract (Civil) Contract for Signature, Standard Terms, Specification and each Office Schedule;

“Controlled Work” has the meaning defined in the Funding Code;

“Emergency Representation” has the meaning defined in the Funding Code;

“Funding Code” means the code published under section 8 of the Act, including its criteria, procedures and guidance;

“Invitation to Tender” means any document headed as such in Section Four which sets out the services the LSC is seeking to procure;

“Legal Help” has the meaning set out in the Funding Code;

“Licensed Work” means all Civil Contract Work except that which is Controlled Work;

“LSC” means the Legal Services Commission;

“Matter Start” means the start of a Controlled Work matter;

“Office” means your organisation's permanent premises where the majority of your services are accessed, on a face to face basis, by the client;

“Office Schedule” means an office schedule issued under the Unified Contract (Civil) specifying the nature of work to be carried out by a Provider and the location from which such work may be provided;

“Possession” (hearings/proceedings/listings) means the possession hearings identified in Section 1.2 of this IFA and paragraph 8 of the HPCDS Schedule

“Reform of the Legal Aid Scheme” means such reforms as we may wish to implement in order better to comply with our statutory duties or fulfill our statutory functions including (a) such changes as we wish to make to, or as are related to, the CLS, CDS, or both, consequent on, or related to, the paper “Legal Aid Reform: the Way Ahead Cm 6993”; or (b) new approaches to procurement and contracting for the provision of publicly funded legal services;

“Services” means the service identified in Section 1.2 and paragraph 9 of the HPCDS Schedule;

“Specialist Quality Mark” or “SQM” means the quality assurance standard published by us from time to time, which all Providers must meet to hold a contract with the LSC;

“Standard Terms” means the Unified Contract (Civil) Standard Terms

‘Tender’ means an offer by an organisation to deliver the work contained in an Invitation to Tender;

“Tender Process” means the process contained in this IFA setting out how you must submit your Tender;

“Tender Form” means the designated form on which applicants must Tender for work;

“Unified Contract (Civil)” means the contract for civil legal aid Providers first issued in April 2007.

“Scheme” means this Housing Possession Court Duty Scheme established by the Commission.

## Section Five: Criteria

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### Essential Criteria

(Not listed in order of importance – all the Essential criteria are equally important)

- Organisations must satisfy all the following Essential criteria in order to move on to the next stage where the Selection criteria will be assessed
- You must answer all questions set out in the Tender Form under each Essential criterion.

#### A. Eligible organisations

Organisation's advisors, who will be delivering the Services under the Scheme, must be experienced housing advisers who, in their course of work, conduct a minimum of 12 hours housing case work per week.

#### B. Commencing the Scheme

Organisations, following the award of contract in early October, must be able to:

1. Immediately begin liaising with the Court to prepare the elements of the Scheme in preparation for the 3 November 2008 start date; and
2. Commence delivery of the services under the Scheme no later than 3 November 2008.

#### C. Specialist Quality Mark

If your organisation does not already hold the SQM in the Housing Category of Law you must submit the following documents in order to apply for the Specialist Quality Mark with the tender application:

- QM1
- SQM Self Assessment Checklist
- Supervisor Declaration Form
- Status Enquiry Forms (SIF and OSS)
- Copy of Office Manual

*N.B: It will be a condition of any award of contract, that, where it has not already done so, the organisation must pass the desktop stage of the SQM in the Housing Category of Law, prior to the service commencing.*

#### **D. Finance**

**On the written request of the LSC to repay money, the organisation must not have *failed* either to:**

- 1. Make proposals for repayment by any deadline set; or**
- 2. Adhere to a repayment agreement.**

#### **E. Notice to Terminate**

**The organisation must not have received a notice to terminate (other than on a no-fault basis) any contract (civil) between it and the LSC in the last two years (1 August 2006 – 1 August 2008).**

#### **F. Peer Review**

**Any organisation that currently holds a Unified Contract must not be operating under a confirmed peer review rating at 4 or 5 in any civil Categories of Law following conclusion of the Peer Review process.**

## **Selection Criteria**

**Selection criteria will be assessed on a rating of 1–5 with ‘5’ (“excellent”) being a tender which bests meets the criteria and ‘1’ (poor) being a tender which least meets the criteria.**

**The following weighting will be applied to each Selection criterion:**

**Question 1 – Scores will be multiplied by 3**

**Question 2 – Scores will be multiplied by 2**

**Question 3 – Scores will be multiplied by 1**

**You must answer all questions set out in the Tender Form under each criterion.**

**1. Preference will be given to an Organisation that can demonstrate, through a realistic and effective management plan, that it has the flexibility and capacity to deliver advice under the Scheme and particularly to deal with the fluctuation in demand for the Service.**

**2. Preference will be given to organisations that can demonstrate experience of delivering advice services under a rota or duty type scheme at a court in any civil Category of Law.**

**3. Preference will be given to organisations with procedures for advisers to identify and deal with other non-housing legal problems (e.g. family, debt or welfare benefits) which a client may have. The procedure must include how clients will be effectively referred in accordance with the SQM, or (if permitted by a Unified Contract (Civil)) how the organisation will assist the client directly in other Categories of Law.**

## **Appendix One: Background information about civil contracting**

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### **A. Funding Code**

The Funding Code is the set of rules used to decide which individual cases are to be funded by the LSC as part of the Community Legal Service.

The Funding Code Criteria define what services the LSC will fund, ranging from basic legal advice to representation in Court proceedings. Different criteria are set for different types of case according to the Lord Chancellor's priorities.

The Funding Code Procedures set out how the LSC takes decisions about the funding of services as part of the Community Legal Service. For further information see [http://www.legalservices.gov.uk/civil/how/funding\\_code.asp](http://www.legalservices.gov.uk/civil/how/funding_code.asp)

### **B. Levels of Funding Available**

All civil contract work is either:

- Controlled Work; or
- Licensed Work

Controlled Work consists of work classified as advice and assistance to clients. In most categories Controlled Work does not authorise clients to be represented by their legal adviser however, some representation at tribunals is allowed in the Mental Health and Immigration categories.

In non-Family cases there are 3 Levels of Service for Controlled Work:

- Legal Help
- Help at Court
- Controlled Legal Representation (or "CLR") which is Legal Representation:
  - o Before a Mental Health Review Tribunal;
  - o Before the Asylum and Immigration Tribunal;
  - o Before the High Court in relation to applications under section 103A of the Nationality, Immigration and Asylum Act 2002; or
  - o Provided by a Community Legal Advice Centre or Network and authorised under a separate contract to be funded as Controlled Work.

In Family cases Controlled Work covers:

- Legal Help
- Family Help (Lower)
- Legal Representation provided by a Community Legal Advice Centre or Network and authorised under a separate contract to be funded as Controlled Work.

Licensed Work covers all Legal Representation other than CLR or services funded by Individual Case Contracts. In Non Family cases Legal Representation can take the form of either Investigative Help or Full Representation. In Family cases, Licensed Work covers Family Help (Higher) and Legal Representation other than provided by Individual Case Contracts.

The Unified Contract operates as a license for providers to undertake Licensed Work, normally subject to us approving your client's application and subject to any limits we may place on the volume of Licensed Work cases you may start. For Licensed Work most decisions to allow you to take on a case and provide publicly funded services are taken by us

through our Wales and Regional Offices, but you may also be devolved important powers such as the power to grant funding yourself in urgent cases.

**C. Civil Contracting**

The following outline of the civil contracting scheme is intended as a general introduction for new applicants and describes the current scheme and the LSC main Unified Contract (Civil), which underpins the scheme.

The Commission contracts with organisations (referred to as ‘Providers’) to provide services within the terms of the Unified Contract (Civil), which defines the legal aid, work that a provider may undertake for clients.

For Controlled Work the decisions to provide services are generally taken by the Provider on the LSC’s behalf, however this is subject to any controls regarding the number of cases a Provider may be authorised to start through the allocation in the Unified Contract (Civil) Office Schedule. Providers generally have the LSC’s authority to commence Legal Help and Help at Court Matter Starts without further permission, provided they have sufficient Matter Starts available.

**D. The Unified Contract (Civil)**

The Unified Contract (Civil) sets out our standard terms, bespoke office schedules (which set out the services which a provider may deliver), the Specification and relevant Quality Mark information. All providers must achieve the Specialist Quality Mark standard in order to contract with the LSC, and therefore any successful Tenderer who currently does not hold a Unified Contract (Civil) will be awarded a on the condition that these standards are met within a prescribed period.

**Structure of the Unified Contract (Civil)**

A full copy of the Unified Contract (Civil) can be downloaded from our website at [www.legalservices.gov.uk>CLS>TheUnifiedContract](http://www.legalservices.gov.uk>CLS>TheUnifiedContract) Or you can ask your regional office to provide a full copy of the Unified Contract (Civil).

<b>Structure of the Contract</b>	
<b>Contract Document</b>	<b>Main areas</b>
1. Contract for Signature	(a) the parties to the Contract (b) terms on liabilities of parties (c) overall payments
2. Office Schedule/S	We will issue you with HPCDS within your Office Schedule/s from the date you commence the contract work. The Office Schedules will set out: (a) The Legal Services you must undertake during each Contract Year (or as pro-rated) and other conditions of the of the Contract (b) Payments and any Performance Standards for that year. (C) The provisions relating to the HPCDS
3. Standard Terms	These are the LSC’s Unified Contract Standard Terms, which cover our relationship with you and apply to all providers.

4. Annexes to the Standard Terms	<p>There are 8 annexes to the Standard Terms which cover:</p> <ul style="list-style-type: none"> <li>Annex A: Liaison Annex</li> <li>Annex B: Media Annex</li> <li>Annex C: Equality and diversity</li> <li>Annex D: Client Service</li> <li>Annex E: Monitoring Annex</li> <li>Annex F: Approved Personnel and Supervisors Annex</li> <li>Annex G: Key Performance Indicators Annex</li> <li>Annex H: Fundamental Breach Annex</li> </ul>
5. Contract Specification	<p>This covers the way you should undertake Specialist/Controlled Work and Representation/Licensed Work for Clients and includes:</p> <ul style="list-style-type: none"> <li>▪ General Rules (covering all Categories of Law);</li> <li>▪ Category Specific Rules;</li> <li>▪ Payment Annex 2007; and</li> <li>▪ Payment Annex 2008.</li> </ul>
6. IFA	<p>The requirements set out in the IFA are terms of this Contract.</p>
7. Your Tender	<p>It is a term of this Contract that you comply with your Tender submitted in response to the IFA including any Letters of Clarification.</p>

#### **E. Payment and reconciliation**

The remuneration systems and payment rates for work under the Unified Contract (Civil) are set out in the Specification (Payment Annexes 2007 and 2008).

On a monthly basis, Providers compile and submit a claim to the LSC detailing the value of cases completed that month. Payment for Controlled work from 1 October 2007 is made through the LSC's Fixed Fee Scheme.

Under the Contract, Providers are paid a monthly amount for Controlled Work based on the average value of these monthly claims. This is called the Standard Monthly Payment (SMP).

Licensed Work is paid as Providers submit individual claims. The Contract provides for periodic review, or reconciliation, of the Standard Monthly Payment against a Provider's individual claiming profile, and the LSC Account Manager looking after the Provider may alter the SMP from time to time to ensure payments are kept roughly in line with claims.

## **Housing**

### SQM Category Definition

1. Legal Help on matters and all proceedings which concern the possession, status, terms of occupation, repair, improvement, eviction from or quiet enjoyment of, or payment of rent or other charges for premises (including vehicles and sites they occupy) which are occupied as a residence, including the rights of leaseholders under the terms of their lease or under any statutory provision (including enfranchisement). Cases including homelessness, allocation, transfers and the provision of sites for occupation are also included.
  2. For the avoidance of doubt, provided the proceedings arise in respect of premises occupied as a residence, the following are included in the SQM category:
    - (a) Legal Help in relation to applications under Section 82 of the Environmental Protection Act 1990 for a statutory nuisance;
    - (b) Proceedings under the Access to Neighbouring Land Act 1992;
    - (c) Proceedings to recover possession under a mortgage or other charge;
    - (d) Proceedings under the Housing Act 1985 including those arising out of the right to buy provisions;
    - (e) Proceedings under the Housing Grants Construction and Regeneration Act 1996;
    - (f) Proceedings to set aside a legal charge or a transfer of property;
    - (g) Proceedings in nuisance or trespass;
    - (h) Proceedings under the Leasehold Reform Act 1967.
  3. Proceedings for an Anti-Social Behaviour Order sought by a local authority against a tenant or a person living with him or her, or by way of an appeal against such an order to the Crown Court, pursuant to Sections 1 or 4 of the Crime and Disorder Act 1998.
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**Appendix Three:  
DRAFT Housing Possession Court Duty Scheme (HPCDS) - Office Schedule**

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Legal Services Commission

Unified Contract (Civil) - Account Number:

Housing Possession Court Duty Scheme - Office Schedule No. [ ]

Schedule Amendment Notice No. [ ]

*This Schedule forms part of your Unified Contract (Civil)*

<b>Name of Provider</b>	
<b>Address of the Office to which this Schedule Applies</b>	

<b>TABLE 1 – START AND END DATES</b>			
Schedule Start Date		Schedule End Date	

<b>TABLE 2 – COURT SESSION(S)</b>	
<b>Name of Court to which this Schedule applies:</b>	
<b>Courts with fixed sessions</b>	
<b>Days and times during Schedule (N/A means the Court has no fixed sessions)</b>	
Days	Session Times

<b>TABLE 3 – SCHEDULE PAYMENT FOR SERVICES TO CLIENTS</b>			
<b>Payment rate for courts located outside a London Borough</b>	<b>£79.50 per client</b>	<b>Payment rate for courts located in a London Borough</b>	<b>£84.00 per client</b>
<i>All rates are exclusive of VAT.</i>			
<p>Payment will be monthly in arrears for work done. Periodically we will reconcile your Claims and payments. If, in any HPCDS <i>session</i>, you have performed no work for clients we will pay on the basis that you have seen one client during the <i>session</i> and you are entitled to payment on that basis.</p> <p>The “per client” rate covers all work for a client under this Scheme (including e.g. advice, representation, follow up letter) so that no additional payments will be made. There will be no further payments made in relation to travel or waiting.</p> <p>Because it is important that we receive information from you about the operation of this scheme (“Scheme”), it is a condition of this Contract that you comply with the requirements to provide information about the Scheme by the specified times and your entitlement to payment is conditional on your doing so (see paragraphs 16 and 17 below).</p>			

**TABLE 4 – SPECIAL PROVISIONS****The Service**

1. This Schedule to your Unified Contract (Civil) authorises you to provide a Housing Possession Court Duty Service as set out in Table 2 for the period specified in Table 1. All the terms of your Unified Contract (Civil) apply to work under this Schedule except Clause 32 (Reconsidering Decisions and the Review Procedure) and Clause 33 (Dispute Resolution) and except where they conflict with this Schedule.
2. The work covered by this Schedule is additional to the work you may provide under any other Schedule to the Unified Contract (Civil).

**Payment**

3. The Housing Possession Court Duty Scheme is Controlled Work. The payment for it is specified in Table 3.
4. Payment is made on a monthly basis, one month in arrears, normally within your payment for other Controlled Work.

**Reporting**

5. You must report data about the service to us in such form as we may specify. Monthly monitoring reports showing details of clients assisted must be completed fully and returned to us by you within 10 days after the end of each month. Payments are triggered by our receipt of fully completed monthly monitoring reports on or before their respective due date. If you fail to provide any report to us by its due date, your future payments will be delayed until after we have received it.

**Specification**

6. You must comply with the Housing Possession Court Duty Scheme Specification set out in Table 5 below.

**TABLE 5: HOUSING POSSESSION COURT DUTY SCHEME – SPECIFICATION****Management & the Specialist Quality Mark**

- 1 You must hold and comply with the Housing SQM at all times you are delivering services under this Scheme.
- 2 You must nominate a member of your personnel who is responsible for the overall supervision and management of the service and give us their name. This person must meet the “Housing” supervisor standard in the SQM.
- 3 Your nominate member of your personnel must liaise with the Court to ensure that the Scheme is in place each time the court lists possession hearings.
- 4 You must demonstrate that the Scheme has effective induction, training,

appraisal and supervision procedures for all advisers.

5 You must ensure that you have appropriate adviser present on each day at the court when Services under the Scheme are required.

6 You must include your Housing Possession files in any file review process we request you to conduct under your Unified Contract (Civil).

#### **Who can use the Scheme and is it free?**

7 The Scheme is available to any person (regardless of means) whose home is at immediate risk because of possession proceedings. You must provide the service to any such person (the client) who requires it during one of the specified court sessions. The client does not pay anything for the service. If a client has received the service before, you may provide the service to them again if you consider that they are in genuine need of it.

8 You must provide Service to all clients who request to see an adviser under the Scheme.

#### **Scope of Scheme**

9 The Scheme covers the provisions of Services in paragraph 10 below in the following types of proceedings at the Court set out in Table 2:

- Private rented possession proceedings;
- Public/Registered Social Landlord rented possession proceedings;
- Mortgage possession proceedings;
- Applications to stay/suspend execution of warrants of possession; and
- Clients with charging orders relating to property - whereby the client is at immediate risk of losing their home through a forced sale (i.e. not when the charging order is being put in place).

10 You must provide the following Services to clients with hearings covered by the Scheme under this Schedule:

- Face to face advice to the client on-the-day, prior to the hearing;
- Advocacy for the relevant proceedings on the day of the hearing;
- Face to face advice to the client on-the-day, post the hearing, explaining the outcome and the options available to the client;
- On the day of the hearing, assisting clients to liaise with 3<sup>rd</sup> parties, for example negotiating payments with landlords or lenders or assisting clients with payment plans if appropriate in the circumstances;
- Referrals to other providers to take on follow-up work where you are unable to take on this work under the normal arrangements of your Unified Contract (Civil) or to other organisations where the client may not be eligible for legal aid;

- Send a letter to each client, setting out your advice in accordance with the SQM.

### **Further work and referral**

- 11 Where a client seeks your advice outside of the terms of this Scheme, then, subject to any means or merits tests you should (if you permitted by your Unified Contract (Civil) consider whether it is appropriate in the circumstances to commence Legal Help, Help at Court or Licensed Work (“Contract Work”). You will be entitled to payment for assisting that client in accordance with your Unified Contract (Civil) and you will not be entitled to claim any fee under this Scheme.
- 12 If the client needs further services but you are not able to provide them yourself under your Unified Contract (Civil), you must (if it is practicable to do so) refer the client to an organisation that will be able to provide them. If the client is likely to be financially eligible this should be an organisation holding a Unified Contract (Civil).

### **Emergency Representation**

- 13 In exceptional cases it may be appropriate for you to grant Emergency Representation. However the fact that advocacy under the Scheme is available is not, of itself, a ground for refusing Emergency Representation where it would otherwise be justified.
- 14 Any grant of Emergency Representation by you is made under your Unified Contract and any work performed under it is performed, not under this Scheme but under your Unified Contract (Civil) and the relevant Office Schedule.

### **Record of advice**

- 15 You must record the Service that you give to each client (or why you refused to provide a Service).

### **Reporting and Auditing**

- 16 In addition to the provisions set out in the Unified Contract (Civil) Standard Terms regarding monitoring of performance and auditing, you must keep a central record (in such form as we may specify) of clients seen.
- 17 Although the service is available to any person (regardless of means) whose home is at immediate risk because of possession proceedings, we need to know how many clients would be financially eligible for the Scheme if there were a means assessment questionnaire. Therefore, you must ensure that, for each client, our means assessment questionnaire is completed.
- 18 You must report to us such data (in such form as we may specify) about the Scheme at such intervals (not more often than monthly) as we may require.

### **Flexibility**

- 19 Your obligation under this Schedule is to provide a Scheme at the Court listed in Table 2. You must provide Services at all sessions the Court runs and

therefore you must be flexibility to cater for the fluctuations in demand for the Services.

20 If you are unable to provide Services at a court session you must inform your Account Manager immediately.

**Appendix Four: Information on County Courts where a Scheme is required**

<b>Scheme</b>	<b>County Court</b>	<b>Address of Court</b>	<b>LSC Region</b>	<b>Q1 2008 Volume of proceedings listed</b>	<b>Listing Pattern</b>
1	Burton-upon-Trent	165 Station Street, Burton upon Trent, Staffordshire DE14 1BP	Birmingham	247	One day, once every six working days.
2	Dudley	Harbour Buildings, Waterfront West, Brierley Hill, Dudley, West Midlands DY5 1LN	Birmingham	399	One morning per week – LA rent, further two sessions per week– no set days
	Stourbridge	7 Hagley Road, Stourbridge, West Midlands DY8 1QL	Birmingham	212	Private - Weekly either Tuesday or Friday 10.30 to 11.30, LA rent monthly 11.30 am to 1pm
3	Stoke-on-Trent	Bethesda Street, Hanley, Stoke-on-Trent, Staffordshire ST1 3BP	Birmingham	802	Tuesday mornings weekly
4	Rugby	5 Newbold Road, Rugby, Warwickshire CV21 2RN	Birmingham	157	Tuesdays, weekly 10am to 11am
5	Stafford	Victoria Square, Stafford, Staffordshire ST16 2QQ	Birmingham	205	3 to 4 sessions per month 2pm to 4pm
6	Worcester	The Shirehall, Foregate Street, Worcester, Worcestershire WR1 1EQ	Birmingham	248	Twice a month No set days
7	Kidderminster	10 Comberton Place (off Comberton Hill), Kidderminster, Worcestershire DY10 1QR	Birmingham	162	Wednesdays weekly 11.45am to 1pm
	Redditch	13 Church Road, Redditch, Worcestershire B97 4AB	Birmingham	205	Weekly either Tuesday or Friday 10am to 11.30

<b>Scheme</b>	<b>County Court</b>	<b>Address of Court</b>	<b>LSC Region</b>	<b>Q1 2008 Volume of proceedings listed</b>	<b>Listing Pattern</b>
8	Worthing	The Law Courts, Christchurch Road, Worthing, West Sussex BN11 1JD	Brighton	173	One day per week - usually Mondays
9	Eastbourne	4 The Avenue, Eastbourne, East Sussex BN21 3SZ	Brighton	210	One day per month – no set day
10	Weston-super-Mare	Regent House, High Street, Weston-Super-Mare, Avon BS23 1JF	Bristol	154	Mondays weekly 10.30 am to 12pm plus occasional sessions on Fridays
11	Weymouth & Dorchester	Westwey House, Westwey Road, Weymouth, Dorset DT4 8TE	Bristol	159	Thursdays fortnightly
12	Basildon	The Gore, Basildon, Essex SS14 2BU	Cambridge	673	Not provided
13	Bury St.Edmunds	Triton House Entrance B, St Andrews Street (N), Bury St Edmunds, Suffolk IP33 1TR	Cambridge	208	Not provided
14	Colchester	Falkland House, 25 Southway, Colchester, Essex CO3 3EG	Cambridge	578	Not provided
15	Southend	Tylers House, Tylers Avenue, Southend, Essex SS1 2AW	Cambridge	526	Not provided
16	Ilford	Buckingham Road, Ilford, Essex IG1 1TP	London	567	Thursday mornings weekly
17	Preston	The Law Courts, Ring Way, Preston, Lancashire, PR1 2LL	Manchester	456	Tuesdays 10.30 to 11.30 (rent and restore) and Thursdays 10.30 to 12pm (mortgage)
18	Whitehaven	Old Town Hall, Duke Street, Whitehaven, Cumbria CA28 7NU	Manchester	150	Tuesday mornings, weekly

## Notes

**Scheme** – Some schemes cover more than one court. For example, one Scheme covers both Dudley and Stourbridge County Courts. Bidders should be aware that while the courts will work to avoid this there may be times when an advisor may be required at both courts simultaneously.

**LSC Region** - This is the LSC regional office responsible for the HPCDS. If the London regional office is responsible for the Court then you will be able to claim the court located in a London Borough fixed fee rate for each client under the Scheme.

**Q1 2008 Volume of proceedings listed** - These are the number of possession claims listed for a hearing between 1 January 2008 and 31 March 2008. These figures are published by the Ministry of Justice (<http://www.justice.gov.uk/publications/statistics.htm>). These figures do not include the likely number of clients who may request services under the Scheme. The likely number will depend of factors such as number of clients that attend their hearing and numbers that already have representation when they arrive. Data from current LSC funded schemes suggests that on average a scheme will see 18% of the clients listed but this varies by court and should not be seen as a target for number of clients seen.

**Listing Pattern** – This information (provided by the courts) is to give you an idea of the frequency with which possession hearings are listed and an idea of the potential level of cover you may have to provide to deliver the service. These patterns may change and we would expect you to be flexible enough to accommodate changes (see selection criteria one). Where this data suggests a high volume of cases in a single session you may wish to consider the number of advisors needed at court.