

2010 Standard Civil Contract - Specification

SECTION 8 IMMIGRATION SPECIFICATION

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PART A – PRELIMINARY

Definitions

8.1 In this Specification, the following expressions have the following meanings:

“Asylum” has the meaning given in Paragraph 8.7;

“Attendance Day” means the day under the Fast Track Scheme when the Client has their ‘Substantive Interview’, which your caseworker must also attend at the IRC to advise the Client (usually the day after the Standby day);

“Bail” means an application to the appropriate court for an individual’s release from detention when detained under Immigration Act powers;

“Citizenship Application” means applications for British citizenship or applications for probationary citizenship;

“Detained Fast Track or “DFT” Scheme” means the UKBA scheme used for the processing of specified asylum applications;

“ELAP” or *“Early Legal Advice Process”* means the UKBA’s special arrangements in relation to Asylum Clients, which must be followed if you have an ELAP Exclusive Schedule Arrangement;

“Fast Track Client” means an individual detained under the UKBA DFT or NSA Scheme;

“Fast Track” or *“Fast Track Scheme”* means the special arrangements subject to an Exclusive Schedule to deliver service to Clients detained in relation to the DFT or NSA Schemes;

“First-tier Tribunal” means the First-tier Tribunal established under the Tribunals, Courts and Enforcement Act 2007;

“Immigration Act” means the Immigration Act 1971 (as amended) and any associated statutory instruments;

“Immigration Procurement Area” means as set out in your Schedule either:

London and the Southeast;
Midlands and East of England;
North East, Yorkshire and the Humber;
North West;
South West; or
Wales.

“Immigration Removal Centre” or *“IRC”* means a centre at which individuals are detained for the processing of their application to remain in the UK or prior to their removal from the UK;

“Immigration and Asylum Accreditation Scheme” or “IAAS” means the Law Society’s accreditation scheme under which all Immigration caseworkers conducting casework in the Immigration Category of Law must be accredited;

“Levels of Accreditation” means the following IAAS Levels of Accreditation:

- Level 1 Probationer
- Level 1 Accredited caseworker
- Level 2 Probationer
- Level 2 Senior caseworker
- Level 3 Advanced caseworker

“NSA” or “Non-Suspensive Appeal Scheme” or “NSA Scheme” means the UKBA scheme used for the processing of specified asylum applications;

“Onsite Surgery” means the special arrangements, which are subject to Exclusive Schedule Arrangement to deliver subject to a rota advice surgery at the designated IRC(s);

Immigration and Asylum Tribunal” or “IAT” means the Immigration and Asylum Chamber of the First-tier Tribunal established by the First-tier Tribunal and Upper Tribunal (Chambers) Order 2008;

“IRC Rota” means a rota (On Site Surgery or Fast Track) issued under an Exclusive Schedule Arrangement allocating work or responsibilities relating to an On Site Surgery or Fast Track Scheme Clients;

“Standby” means the day during the Fast Track Scheme IRC Rota where you must have caseworkers able to accept calls from the UKBA to advise Fast Track Clients;

“Substantive Interview” means the interview of the Fast Track Client conducted by the UKBA;

“Temporary Admission” means an application made to the UKBA for the release from detention of an individual;

“Tribunal Hearing” or “Hearing” or “Tribunal” means either a hearing before the First Tier Tribunal or the Upper Tribunal’;

“Work Restrictions” means the LSC Work Restrictions published by us on our website;

“UKBA” means the United Kingdom Border Agency, formerly known as UKBA, Immigration Nationality Directorate, Border and Immigration Agency. Where UKBA is referenced it also includes Ports, Entry Clearance Offices and Embassy;

“Upper Tribunal” means the Upper Tribunal established in the Tribunal, Courts and Enforcement Act 2007;

“UASC” means an unaccompanied asylum-seeking child (who is under 18 or claims on reasonable grounds to be under 18) applying for asylum in their own right and who is

separated from both parents and not being cared for by an adult who, by law or custom, has responsibility to do so; and

“*Voluntary Appointment Scheme*” (VAS) means our scheme through which Clients can access an Immigration Provider.

Scope of this Specification

8.2 The Immigration Category of Law has a number of significant variations from other Categories of Law to accommodate the particular requirements of this type of Contract Work.

8.3 This Contract covers Immigration Non Asylum and Immigration Asylum appeals in England and Wales. Community Legal Service funding is not available in respect of Immigration Non Asylum or Immigration Asylum appeals, which have been listed to be heard before the IAT in Scotland or Northern Ireland (Section 19 (1) of the Access to Justice Act 1999).

Levels of Service

8.4 Contract Work in the Immigration Category of Law can be carried out at 3 different Levels of Service:

Level of Service	Funded as
Legal Help	Controlled Work
Controlled Legal Representation (CLR)	Controlled Work
Legal Representation	Licensed Work

Work subject to Exclusive Schedule Arrangements

8.5 In addition to the Office Schedule for mainstream Immigration Contract Work as described in Section 1 of this Civil Specification, there are two separate Exclusive Schedule Arrangements in the Immigration Category of Law. Your Contract for Signature or Office Schedule will denote whether you are a holder of an Exclusive Schedule, and therefore entitled to carry out Contract Work under the following Exclusive Schedules:

- (a) Early Legal Advice Process (ELAP) Exclusive Schedule; and/or
- (b) Immigration Removal Centres (IRC) Exclusive Schedule, including Contract Work under:
 - ii. Onsite Surgeries in IRC; and
 - iii. The Fast Track Scheme (e.g. Harmondsworth or Yarl's Wood Removal Centres and elsewhere in England or Wales where Clients are subject to these processes).

8.6 Unless you are a holder of an Exclusive Schedule, you may not provide Contract Work which is subject to an Exclusive Schedule Arrangement unless:

- (a) The Client is a close family member of an existing Client and knowledge of the family's circumstances is material to the new Client's case (A close family member for the purpose of this rule is a member of the family who is the Client's spouse, partner, child, sibling, parent, grandparent or grandchild.); or
- (b) In the case of a Client detained in an IRC only, the Client is an existing Client on whom you have attended in the UK and carried out at least five hours work (excluding travel and waiting) prior to the Client's detention. In this case you should continue to act for the Client until you reach the completion of the next stage of the matter as described at Paragraphs 8.69 to 8.73. At this point you should decide whether it is in the best interests of the Client to refer the matter to a Provider authorised to do the work under an Exclusive Schedule or to continue to represent the Client yourself.

Asylum Matters

8.7 For the purposes of Controlled Work a Matter should proceed and be reported as an Asylum Matter where it is:

- (a) a claim, including a fresh claim, under the 1951 Convention Relating to the Status of Refugees and/or Article 3 of The European Convention for the protection of Human Rights and Fundamental Freedoms 1950 that falls to be recorded by the UKBA (whether or not it has yet been so recorded) as a claim for 'asylum' within the meaning of the Immigration Act 1999 and the Nationality, Immigration and Asylum Act 2002; or
- (b) an application for further leave to remain by a former asylum seeker who was granted a form of limited leave to remain either as a Refugee (on or after 30 August 2005) or Humanitarian Protection or Discretionary Leave (whenever granted) and the Matter is now proceeding as either an active review by the UKBA or the Client is making or has made an application for further leave to remain on the basis of the 1951 Convention Relating to the Status of Refugees and/or Article 3 of The European Convention for the protection of Human Rights and Fundamental Freedoms 1950. This will also include Matters where the Client is appealing an intention to deport based on the 1951 Convention and/or Article 3 of the ECHR.

Referral requirement for Unaccompanied Asylum Seeking Children (UASC)

8.8 Where a Client who is a UASC experiences problems relating to the exercise of the local authority's duty under the Children Act 1989 you must ensure that the Client receives advice in relation to Public Law Children Act proceedings. You may either continue to act for the Client (if you are permitted by this Contract to provide legal advice in the Family Category of Law) or make a referral at the earliest possible opportunity to an alternative Provider who is permitted to provide legal advice in the Family Category of Law. In any event you should continue to act in relation to the Immigration Matter if that Matter is still ongoing.

Voluntary Appointment Scheme (VAS)

- 8.9 The Voluntary Appointment Scheme is an online appointment-making scheme run by us (or third parties on our behalf) to facilitate the setting up of appointments between individuals and our Providers.
- 8.10 If a VAS is operating in your Immigration Procurement Area then you may at any time contact your Relationship Manager to be listed on and participate in the VAS.

PART B - IMMIGRATION SERVICE STANDARDS

Caseworkers

- 8.11 All caseworkers who carry out Immigration Contract Work must:
- (a) Be registered with the Solicitors Regulatory Authority (SRA) or the Office of the Immigration Services Commissioner (OISC);
 - (b) Comply with the terms of the Law Society's Immigration and Asylum Accreditation Scheme and Levels of Accreditation (IAAS);
 - (c) Comply with the LSC's Work Restrictions; and
 - (d) If intending to act for a Client who is an UASC have had an enhanced Criminal Records Bureau check in the 24 months prior to instruction.
- 8.12 You must maintain an accurate and up to date record of all your accredited caseworkers that undertake Contract Work. You must at our request arrange for the record to be sent to us within such period as we may reasonably specify.
- 8.13 You must maintain at each Office a ratio of at least one Level 2 caseworker for every two Level 1 caseworkers.

Immigration Supervisor Legal Competence Standard

- 8.14 In addition to requirements in Section 2 of this Specification, an Immigration Supervisor must:
- (a) be a IAAS Level 2 Senior caseworker or Level 3 Advanced caseworker accredited; and
 - (b) have achieved the IAAS Supervisor Level of accreditation.
- 8.15 The Supervisor must take account of any changes in legislation and case law and maintain access for the duration of the Contract to at least 1 nationally published specialist journal (containing updates on Immigration case law and statutes).

Level of Accreditation for Contract Work

- 8.16 In order to carry out certain Contract Work in the Immigration Category of Law, caseworkers must have passed the following level of IAAS accreditation:

Type of Contract Work	Level of Accreditation
Conduct of Legal Help Matters	Level 1 Accredited caseworker and above

Use of Devolved Powers to grant CLR; and Conduct of CLR Cases	Level 2 Senior caseworker and above
All Contract Work carried out for an UASC	Level 2 Senior caseworker and above
All Contract Work carried out at an IRC: (a) under the UKBA detained DTF scheme (including Non-suspensive appeals); or (b) at an On Site Surgery.	Level 2 Senior caseworker and above

- 8.17 For the purpose of the above rule ‘conduct’ means having responsibility and control for the progression of the case.
- 8.18 You can not Claim for Contract Work, which is carried out by a caseworker who has not complied with the requirements at Paragraphs 8.11 and 8.16.

Delivering Contract Work

- 8.19 You must deliver Contract Work in accordance with this Specification and any written arrangements set out in your Schedule(s).
- 8.20 Of the Immigration Matter Starts allocated in your Schedule(s), you must deliver:
- (a) 90% of the Asylum Matter Start allocation;
 - (b) 70% of the Immigration Non-Asylum Matter Start allocation
- to Clients who are physically located (at the time the Matter Start is opened) in the Immigration Procurement Area designated in your Schedule.
- 8.21 For the purpose of the above rule, ‘Clients’ does not include Clients who are physically located at an IRC at the time the Matter Start is opened.

PART C - CARRYING OUT IMMIGRATION CONTROLLED WORK

Applications on behalf of the Client

- 8.22 A sponsor or family member may sign the Legal Help or CLR form on behalf of an individual not resident in or yet arrived in the European Union.
- 8.23 A sponsor or family member may sign a Legal Help or CLR form where they have sufficient interest in the application to act as the Client. Where the sponsor or family member signs the Legal Help form as the Client it is that person's means that are assessed.
- 8.24 The Legal Help or CLR form cannot be signed by both a sponsor or family member and the Client to take forward the same Immigration application. However, it is permitted for a sponsor or family member to sign the Legal Help form for initial advice and the Client (appellant) to sign the CLR form for the appeal in relation to the same Matter.
- 8.25 Where the means of a Client are assessed any resources provided to the Client by a sponsor or family member must be included in the assessment of the Client's means in accordance with Regulation 11 of the CLS Financial Regulation 2000 (as amended).

UKBA Unique Client Numbers

- 8.26 You must identify each Client on all documentation by means of a Unique Client Number. This should be the same number as the reference number which is allocated by the UKBA to the Client when the Immigration application is made.
- 8.27 If a single Client requires advice on more than one issue or application (as part of the same, or a different, Matter) then the same Unique Client Number should be used. In such circumstances, you should use the first UKBA reference number allocated. For example: if a Client applies for asylum and later applies to remain in the UK on the basis of marriage, the number allocated in the asylum case must be used for both applications.
- 8.28 The Client's Unique Client Number must be noted on the Client's file and used in all Claims and correspondence with us relating to that Client. Claims that do not use the Client's Unique Client Number will be rejected until the correct number is supplied. Where exceptionally a Client has not been allocated a UKBA reference number you must use the default Unique Client Number A0000000.

Matter Start Rules

- 8.29 An asylum application and any asylum appeal under CLR will constitute one Matter only. The appropriate Unique Client Number will be that of the original asylum application.

- 8.30 An associated application on human rights grounds e.g. an application on the basis of Article 3 of the Human Rights Act will also form part of the same asylum Matter.
- 8.31 In family reunion cases following grant of refugee status the application will form a separate Matter under the Immigration Non-Asylum category.
- 8.32 Where a Client has made or wishes to make a fresh application for asylum then this new application would constitute a new Matter Start.
- 8.33 Where you have an ongoing Matter, work undertaken in relation to the preparation and consideration for a Certificate for Licensed Work including complying with the pre-action protocol may be undertaken as part of the same Matter.
- 8.34 In the case of an application for settlement of a family member, the Matter Start would also cover any advice regarding a human rights application under Article 8 of the Human Rights Act.

Multiple applications

- 8.35 Where a Client applies to enter or remain in the UK under more than one category, or if the Client applies to switch status while the first application remains pending, this will constitute one Matter Start.
- 8.36 If the first application is at appeal and it is decided to continue with the appeal and at the same time submit another application to the UKBA on different legal grounds, a separate Matter Start should be opened to cover Contract Work in relation to this second application.

Bail and Temporary Admission

- 8.37 When attending a Client in detention you must always advise them in relation to Temporary Admission and Bail and record the outcome of this advice on the file.
- 8.38 You must ensure that the Client receives advice on the appropriateness of making a Temporary Admission and Bail application at any particular time (including when appeal rights have been exhausted). There will normally be sufficient benefit to the Client in receiving that advice to meet the Funding Code Criteria.
- 8.39 Where an application for Temporary Admission is refused you should consider making an application for Chief Immigration Officer Bail or to make a Bail application to the appropriate court.
- 8.40 Even where a Client's substantive appeal lacks merits and therefore would not warrant the grant of CLR for the appeal, the case may still warrant the grant of CLR funding for a Bail application. CLR can be granted for the sole purpose of making a Bail application.

- 8.41 Where there is an appeal listed before the Tribunal you must always consider making a Bail application at the appeal hearing. If you decide not to make a Bail application at this stage you should record your reasons on the file. This will be monitored on audit.

Refusing or Withdrawing Controlled Legal Representation (CLR)

- 8.42 Where CLR is refused or withdrawn you must complete a CW4 form on the file stating the date and reason for the refusal or withdrawal.
- 8.43 Where CLR is refused or withdrawn you must, within 5 days of the decision, provide the Client with a copy of the CW4 form and provide details of the Client's right to a review of your (or our) decision (including details of the appropriate procedure). You should provide your Client with the address of the Regional Office to which the Client should appeal or you can, if instructed, submit the form to us on the Client's behalf.
- 8.44 Where hearing date is already set then the review application should be submitted immediately and the urgency of the application should be clearly stated on the form.
- 8.45 There is no right of review of a decision to refuse or withdraw CLR in connection with an application for permission to appeal to the Upper Tribunal, other than where a case is subject to UKBA Detained Fast Track Scheme.
- 8.46 Where you have granted, refused or withdrawn CLR (either in relation to a substantive matter or Bail) you must report your decision to us. This should be submitted each month at the same time you report your Matter Start information. You must also report any grants of CLR by the Independent Funding Adjudicator where the Client has returned to you.

Detained Cases

- 8.47 You may only provide advice and representation to Clients in an IRC if you have been granted an Exclusive Schedule to do so. However, you may provide advice to Clients in other places of detention where, there is 'good reason' to do so as defined in Section 3 of this Specification.
- 8.48 Where you are providing advice and representation under Paragraph 8.47 you should continue to act for the Client until either the Client formally ceases to give instructions, is released from detention, dispersed from the area or is removed from the country. You should continue to consider the need to advise the detained Client in relation to Bail applications.
- 8.49 Where you act for a Client under Paragraph 8.6, you may:
- (a) In addition to the costs claimable (either under the Standard Fee Scheme or Hourly Rates) claim your reasonable additional costs for travel (including travel disbursements) to the place of detention up to a maximum of three hours for a return journey; and your actual waiting time at the place of

detention;

- (b) Claim the reasonable costs of any Bail application(s) you make (subject to the CLR Upper Financial Limit);
- (c) Where you are representing a Client in relation to an appeal before the Upper Tribunal, claim the reasonable costs of any Bail application(s) you make (subject to the CLR Upper Financial Limit).

Client Travel

- 8.50 Subject to 8.51, the costs of the Client's travel to attend on you to give instructions are claimable as a Disbursement where at the point the Matter is started no other more local Provider can assist the Client and the Client is either:
- (i) in receipt of support from National Asylum Support Service; or
 - (ii) a UASC and is in receipt of other support from Social Services.
- 8.51 You may only claim the cost of the Client's travel in 8.50 where the only purpose of the Client's journey is to attend on you to give instructions and you have informed the Client before the journey that the Disbursement will be paid.
- 8.52 The Disbursement will be the cost of the return fare on the cheapest available public transport.

Attendance at interviews

- 8.53 You are only authorised to accompany a Client to a substantive interview where:
- (a) The Client is subject to the Fast Track Scheme;
 - (b) The Client is to be interviewed by an Immigration Officer under PACE (usually in relation to offences connected with illegal entry);
 - (c) It is alleged by the Secretary of State that the Client may pose a threat to national security;
 - (d) The Client is subject to ELAP and you hold an ELAP Exclusive Schedule;
 - (e) The Client is to be interviewed in relation to their Immigration non-asylum application for leave to remain in the UK and, having regard to the particular circumstances of the case, it is both reasonable and necessary for a representative to attend the interview with the Client given the nature of the interview and the representative's role within the interview;
 - (f) The Client is or claims on reasonable grounds to be under 18; or
 - (g) The Client lacks capacity for this matter as defined by the Mental Capacity Act 2005.

- 8.54 In relation to 8.53 (f) you are also authorised in addition to attend a screening interview.
- 8.55 Where the matter is of the type funded by the Standard Fee scheme you may claim the additional payment for representation at UKBA interviews at Table 4(b) of the Payment Annex.

Legal advice in relation to form filling

- 8.56 We will not pay for assistance with form filling in Immigration Non Asylum or Asylum Matters, which does not require legal advice. This prohibition will include, but is not limited to:
- (a) The filling in of travel document forms for persons accepted as refugees under the 1951 UN Convention;
 - (b) Passport applications and Citizenship Applications; or
 - (c) Certificates of authorisation for marriage.
- 8.57 It may, however, be reasonable for you to provide legal advice regarding the completion of these forms in limited circumstances where a substantive issue of law arises. A substantive issue of law does not arise because of the Client's inability to understand a form through language or other difficulties. A Matter Start must not be opened or any work undertaken under an existing Matter Start where it is just to facilitate a disbursement such as an interpreter or an expert report.
- 8.58 Where advice is given under Paragraph 8.57 the following applies:
- (i) If it is a new matter opened solely in relation to 8.57 then the Legal Help Cost Limit for Immigration Non Asylum matters will apply; or
 - (ii) If a substantive Controlled Work Matter is open and advice is subsequently provided then you should claim your costs as part of that Controlled Work Matter.
- 8.59 Paragraphs 8.57 – 8.58 do not apply to filling in appeal forms or completion of self-evidence forms in asylum cases, or applications for leave or extension of leave to remain in the UK, which will require legal advice. This is not an exhaustive list.

Boundary with Licensed Work

- 8.60 Where CLR is granted, you must reconsider the merits of the case at each stage of the proceedings.
- 8.61 Representation of a Client in an application for judicial review or an appeal to the Court of Appeal or Supreme Court, including any application to the Court for permission, is funded as Licensed Work and cannot be carried out under Controlled Work.
- 8.62 However, where an application for permission to appeal to the Court of Appeal is

made to the Upper Tribunal, the grounds of appeal, whether drafted by you or Counsel, will be claimed as part of Controlled Work.

PART D - REMUNERATION FOR IMMIGRATION CONTROLLED WORK

Standard Fees

- 8.63 Unless separate remuneration rates are specified under an Exclusive Schedule all Immigration Controlled Work is remunerated according to either Standard Fees or Hourly Rates, which are set out in the Payment Annex to this Specification.
- 8.64 A Standard Fee (set out a Table 4(a) of the Payment Annex) can be claimed at both Controlled Work stages (Legal Help and CLR) as set out below.

Standard Fee	Asylum	Non- Asylum
Stage 1	Legal Help	Legal Help
Stage 2 (a)	CLR – no substantive hearing	CLR – no substantive hearing
Stage 2 (b)	CLR –substantive hearing	CLR – substantive hearing

- 8.65 CLR is split into two sub-stages. The fee for **either** Stage 2a **or** Stage 2b will be claimed depending on where the Matter concludes. You may not claim payments for both Stage 2a and Stage 2b in relation to the same Matter.
- 8.66 A Stage 2b fee can only be claimed where you or an advocate has actually attended at a substantive hearing. The fee for attendance at the hearing is claimable as an additional payment under Paragraph 8.74.
- 8.67 You must submit a Controlled Work Claim (including additional payments if incurred) within six months of the end of each of the following stages of the case citing the correct Unique Client Number:
- (a) Legal Help - at the end of Stage 1 or where the Matter otherwise ends earlier; or
 - (b) CLR- at the end of Stage 2.
- 8.68 Where incurred you should also claim relevant additional payments including disbursements.

Stage 1: Legal Help

- 8.69 The Standard Fee covers, but is not limited to, the following Contract Work:
1. Initial advice, drafting of statement and representations. In relation to Immigration Non-Asylum completion of the application form for leave to enter/remain where appropriate;
 2. Consideration of UKBA decision, advice to the Client about that decision and carrying out any necessary work;

3. Applying the merits test for appeal; and
 4. Grant of CLR or completion of an application for a review of refusal of CLR.
- 8.70 Stage 1 will end at the point that CLR is granted or refused (including the completion of any CLR review application) or when the Matter does not proceed to CLR and all other necessary work has been completed. Where you decide that it is inappropriate to apply for CLR, then you should record these reasons on the file.

Stage 2a: CLR

- 8.71 Where CLR is granted but the Matter concludes prior to the substantive hearing the Standard Fee covers, but is not limited to, the following Contract Work:
2. Drafting and lodging an appeal;
 3. Preparation of an appeal;
 4. Re-application of the merits test;
 5. Where CLR is withdrawn, if necessary the completion of an application for a review of the withdrawal of Controlled Legal Representation; and
 6. Any post appeal advice and assistance that does not constitute a separate Matter Start

Stage 2b: CLR

- 8.72 Where the Matter reaches a substantive hearing the Standard Fee covers, but is not limited to, the following Contract Work:
1. Drafting and lodging an appeal;
 2. Preparation of an appeal;
 3. Consideration of determination and advice to Client about the determination and carrying out any necessary work;
 4. Re-applying the merits test for an appeal to the Upper Tribunal;
 5. Where the appeal to the First Tier Tribunal is dismissed and an appeal to the Upper Tribunal is not being pursued, explaining the consequences of the decision and carrying out any necessary work;
 6. Where the appeal is allowed, explaining the consequences of the decision including rights and entitlements;
 7. Any post appeal advice and assistance that does not constitute a separate matter start.

- 8.73 Stage 2 will end at the point that CLR is granted or refused in relation to the lodging an application for permission to appeal to the Upper Tribunal or where the matter otherwise ends earlier.

Additional Payments to the Standard Fee for advocacy and Disbursements

Advocacy services

- 8.74 Where applicable, Graduated Fees for advocacy services set out at Table 4(c) in the Payment Annex are payable at the end of Stage 2, in addition to the appropriate Standard Fee, for each relevant attendance. Note that:
- (a) Advocacy fees are payable whether the relevant advocacy services are carried out by you or Counsel;
 - (b) Only one advocacy fee for a Substantive Hearing in the IAT may be claimed per case; if such a hearing goes into a second day, either part heard or re-listed, an Additional Day Substantive Hearing fee may be claimed for the second and each subsequent day; and
 - (c) Advocacy fees are inclusive of time for travel and waiting.

Disbursements

- 8.75 Disbursements reasonably incurred are payable in addition to the Standard Fee subject to the Disbursement Limits set out below:
- (a) £400 for Legal Help (Stage 1); and
 - (b) £600 for CLR (Stage 2).
- 8.76 Unless we notify you otherwise in writing, the Disbursement Limits above are the total sum (exclusive of VAT) you may claim for all the Disbursements at each stage of any Matter.
- 8.77 The Legal Help or CLR Disbursement Limits may be extended by submitting the relevant Contract Report Form to the Regional Office. However, Disbursements are only payable within the Legal Help or CLR Disbursement Limit that applied at the point they were incurred. Disbursement Limits cannot be amended retrospectively.

Exceptional Matters

- 8.78 A Matter may escape the Standard Fee Scheme and become payable solely by Hourly Rates (an “Exceptional Matter”) following the rules set out below.
- 8.79 A Matter will be treated as an Exceptional Matter where, following the conclusion of Stage 2 of the Matter (or earlier if the Matter concludes before this), the value of the Controlled Work, when calculated as if it were paid at the appropriate Hourly Rate, exceeds three times the value under Standard Fees.

8.80 In order to calculate whether a Matter becomes Exceptional, the following steps should be applied:

- (a) Identify the total hours spent on the Matter up to the end of Stage 2 or when the Matter concludes (whichever is earlier), including any advocacy services but excluding services which are outside the Standard Fee Scheme and are always payable at Hourly Rates (as specified under Paragraph 8.83);
- (b) Calculate the total costs for the hours spent on such services using the Hourly Rates set out in Table 7(a) and/or 8(a) of the Payment Annex to determine the 'gross total' (Total A);
- (c) From Total A deduct all the claims for additional payments (as set out in Tables 4(b) and 4(c) of the Payment Annex) paid or payable, to determine the 'reduced total' (Total B)
- (d) Identify the Standard Fees claimable for the Matter (note only one Standard Fee is payable at each Stage). Add these Standard Fees together and multiply that total by 3 to determine the 'escape threshold' (Total C).
- (e) If Total B exceeds Total C then the Matter has escaped the Standard Fee Scheme and is therefore an Exceptional Matter payable at Hourly Rates.

8.81 Any previous Claims paid in respect of the Matter will be reconciled against Total B to determine the final payment to be made for the Exceptional Matter.

8.82 Exceptional cases must be subject to an individual Cost Assessment.

Example:

In the following Asylum case, the fees for Stage 1 and Stage 2b have been claimed under the Standard Fee Scheme along with additional payments for representation at the UKBA interview, representation at an oral CMRH and representation at the appeal to the First Tribunal. The case then progressed to the appeal to the Upper Tribunal stage.

*The total profit costs for the work covered by the Standard Fee Scheme, work up to the application of the merits test in relation to the appeal to the Upper Tribunal is, based on hourly rates, is **£4,500 (Total A)**.*

*Under the Standard Fee Scheme a fee of **£459** has been claimed for Stage 1 and a further fee of **£630** for Stage 2b, totalling **£1,089 (Total C)**.*

*An additional payments of **£296** has been claimed for representation at the UKBA Interview plus **£184** for the CMRH & **£336** for the appeal to the First Tribunal, totalling **£816**.*

Method of calculating an Exceptional Case:

T (total Profit costs) – AS (additional Payments claimed) (Total B) > 3 SFS (Standard Fees claimed)*

£4500 - £816 = £3684 > £3267 (£1089 x 3)

Therefore, an exceptional payment is due. This is calculated as follows:

*Total Profit costs incurred: £4,500
(excluding disbursements)*

Profit costs used in calculation £3,684 (£4500 – £816)

Exceptional threshold: £3,267 (£1,089 x 3)

Standard Fee payments made: £1,089

Additional payments made: £816

Total payments claimed: £1,905

Exceptional payment due: £2,595 (£4,500 - £1,905)

Total payments made: £4,500

Matters paid by Hourly Rates

8.83 Immigration Controlled Work contained in the following list is remunerated through Hourly Rates (note: Standard Fees apply to all other Contract Work not contained in the following list):

- (a) Asylum Matters opened under this Contract which relate to an asylum application (including 'NAM' or 'Legacy'), made to the UKBA prior to the 1 October 2007;
- (b) A fresh Asylum claim opened under this Contract where the original asylum application was lodged, whether concluded or not, prior to 1 October 2007;
- (c) Advice in relation to the merits of lodging an application for permission to appeal to the Upper Tribunal (where advice has not been received under Stage 2 of the Standard Fee Scheme);
- (d) CLR in relation to an application for permission to appeal and, where granted, the subsequent appeal before the Upper Tribunal – see further paragraphs 8.99 to 8.102;
- (e) Bail applications;
- (f) Advice solely in relation to form filling as permitted by Paragraph 8.56;
- (g) Advice and applying for a Certificate for Licensed Work, including complying with the pre-action protocol;

- (h) Initial advice in relation to an Asylum application prior to claiming asylum e.g. at the Asylum Screening Unit (ASU) where you then cease to be instructed. This will also apply where the Client returns after attendance at the ASU but where it is confirmed that the Client will be dispersed and will not continue to instruct you;
- (i) Exceptional Cases under the Standard Fee Scheme;
- (j) Advice under Legal Help for ELAP cases. CLR is remunerated under the Standard Fee Scheme;
- (k) Advice in relation to a Client who is an UASC;
- (l) Cases remitted from the First-tier Tribunal or Upper Tribunal to the First-tier Tribunal;
- (m) In relation to a Provider who holds an Exclusive Schedule, any Matters opened as a result of an On Site Surgery or for a Fast Track Client.

8.84 Any Contract Work payable by way of Hourly Rates will be subject to cost limits as described at Paragraphs 8.86 to 8.95 below. The relevant Hourly Rates are set out in the Payment Annex and apply as follows:

- (a) For Exceptional Matters, including any calculation of whether a Matter becomes Exceptional, the rates set out in Tables 7(a) and 8(a) of the Payment Annex apply (Table 7(a) for Legal Help and Table 8(a) for CLR);
- (b) For certain applications and appeals to the Upper Tribunal, as specified at Paragraphs 8.100 to 8.101, the CLR rates at Table 8(b) of the Payment Annex apply;
- (c) For all other Hourly Rates Matters, the rates at Tables 7(d) and 8(c) of the Payment Annex apply (Table 7(d) for Legal Help and Table 8(c) for CLR).

8.85 A 5% uplift is claimable on all Controlled Work payable by Hourly Rates and personally undertaken by Level 3 Advanced Caseworkers.

Cost and Disbursement Limits for Hourly Rates Matters

Legal Help Cost Limits

8.86 Unless we notify you otherwise in writing, the following Legal Help Cost Limits are the maximum amount of costs that we will pay for at Legal Help (excluding VAT):

- (a) £100 inclusive of Disbursements where:
 - (i) You provide initial advice in relation to an Asylum application prior to making their application for asylum e.g. at the ASU, and you cease to be instructed; or

- (ii) You provide initial advice in relation to an Asylum application and the Client decides not to make an application or does not provide you with any further instructions in relation to the Matter; or
- (iii) You provide advice in relation to the merits of an appeal to the Upper Tribunal.

(b) £500 in the Immigration Non Asylum Matters; and

(c) £800 in the Immigration Asylum Matters, (where the Matter progresses beyond initial advice);

8.87 In relation to Bail applications in asylum work undertaken under Legal Help (i.e. an application for Temporary Admission or to the Chief Immigration Officer) here there is no substantive appeal linked to the Bail work, the £500 non-asylum limit will apply.

8.88 The Legal Help Cost Limit set out in 8.86 (a) is not extendable. The Cost Limits set out in Paragraphs 8.86 (b) to (c) may be extended by submitting the relevant Contract Report Form to the Regional Office, however, costs are only payable within the Cost Limits that applied at the point they were incurred. Cost Limits cannot be claimed retrospectively.

8.89 The Legal Help Cost Limits in 8.86(b) and (c) are exclusive of the costs incurred for accompanying a Client to a substantive interview under 8.53.

Legal Help Disbursement Limit

8.90 Unless we notify you otherwise in writing, the Legal Help Disbursement Limit of £400.00 (exclusive of VAT) is the maximum sum we will pay for the total of all the Disbursements for the Legal Help stage of any Matter.

8.91 The Legal Help Disbursement Limit may be extended by submitting the relevant Contract Report Form to the Regional Office. However, Disbursements are only payable within the Legal Help Disbursement Limit that applied at the point they were incurred. Disbursement Limits cannot be amended retrospectively.

CLR Cost Limits

8.92 Unless we notify you otherwise in writing, the following CLR Cost Limits are the maximum amount of costs (including disbursements) that we will pay for at CLR stage of a matter (excluding VAT) other than for Contract Work undertaken in connection with an appeal to the First Tier Tribunal:

(a) £500 in relation to Bail only Matters.

(b) £1200 in Immigration Non Asylum Matters; and

(c) £1600 in Immigration Asylum Matters;

8.93 Where CLR is granted in relation to an appeal then any subsequent Bail application will be part of the CLR Cost Limits as stated in 8.92(b) or (c). Where

CLR is granted in relation to a Bail only Matter and CLR is subsequently extended to cover an appeal then the CLR Cost Limits in 8.92 (b) or (c) will apply.

- 8.94 The CLR Cost Limits may be extended by submitting the relevant Contract Report Form to the Regional Office. However, costs and Disbursements are only payable within the limit that applied at the point they were incurred. Cost and Disbursement Limits cannot be amended retrospectively, save for the costs of waiting time where there is a significant delay on the day of a hearing, which is no fault of yours or your Client, provided you apply for an extension to the Cost Limit as soon as practicable thereafter.
- 8.95 Unless we notify you otherwise in writing, you may Claim additional costs (including counsel fees/disbursements) of up to £100 exclusive of VAT to consider the merits of an appeal to the Upper Tribunal. This sum is in addition to the CLR Upper Financial Limit and is not extendable.

Uplift for advocates

- 8.96 Subject to prior written agreement by us the rates set out in the Payment Annex may be exceeded by an advocate before the appropriate court which either:
- (a) Raises an exceptionally complex, novel or new point of law (but not otherwise) which will usually be heard before a legal panel; or
 - (b) Raises a matter of Significant Wider Public Interest (as defined in the Funding Code).
- 8.97 Where we allow a higher rate, we will specify both an Hourly Rate and a maximum cost limit. You may not exceed the specified Hourly Rate or the maximum cost limit without further authority from us. This authority will not be granted retrospectively and you must obtain it before the work is done. A higher rate will only apply to advocacy, attendance and preparation, where it falls within Paragraph 8.96.

Hearings before a legal panel

- 8.98 Where you are instructed that the matter is to be listed before a legal panel (usually starred or country guidance cases) then you must contact the London Regional Office National Immigration & Asylum Team to discuss the preparation and agreement of a case plan.

Applications for permission to Appeal to the Upper Tribunal

- 8.99 Subject to Paragraphs 8.101 and 8.102, if you apply to the Upper Tribunal for permission to appeal and permission is refused you may not claim any costs relating to the application or appeal, either by way of Standard Fee or Hourly Rates. Your costs in the Matter must be limited to those covered by Stage 2 or those allowed under Paragraph 8.102.
- 8.100 Where an application for permission has not been made in the circumstances set

out at Paragraph 8.101 below but an application for permission to appeal to the Upper Tribunal has been successful, you may claim your reasonable costs for work associated with the application and appeal at the rates set out in the Table 8(b) of the Payment Annex. The rates at Table 8(b) are therefore only payable for those services which are 'at risk' of not being paid under Paragraph 8.99.

8.101 Where an application for permission to appeal to the Upper Tribunal is:

- (a) dealt with under the UKBA detained Fast Track Scheme: or
- (b) has been lodged by the UKBA

you may claim reasonable costs for Contract Work associated with the application, whether or not permission is granted, at the rates set out in the Table 8(c) of the Payment Annex.

8.102 The costs of interpreters and experts instructed in connection with the preparation of an application for permission to appeal to the Upper Tribunal are Claimable whether or not permission is granted. Similarly, you may claim for advice on the merits of lodging an application for permission to appeal, which is payable by Hourly Rates under Table 8(c) of the Payment Annex, whether or not permission is granted.

Controlled Work undertaken before the Upper Tribunal.

8.103 Where an application has been successful and the Matter is to be heard before the Upper Tribunal then the further reasonable costs for the preparation of, travel to, waiting and representation at the Upper Tribunal hearing, (including any Advocate's fees and Disbursements) may be claimed.

8.104 Where an application has been successful and the Matter has been remitted to the First-tier Tribunal then the Matter will be funded as set out in this Specification at 8.83 (l).

Instructing an advocate for a Tribunal hearing (either First-tier or Upper Tribunal)

8.105 Where you instruct an advocate to attend a hearing under Controlled Work you may not make any Claim for time spent accompanying the advocate at the hearing.

8.106 When instructing an advocate you should inform them of the payment rates and ensure that their fee note will contain a breakdown of the time claimed at the appropriate rates.

8.107 In relation to an application for leave to appeal to the Upper Tribunal against the decision of the First Tier tribunal you must inform the advocate that payment is conditional on the circumstances of the application as set out above.

Claiming for payment for Matters paid at Hourly Rates

8.108 When claiming on the basis of Hourly Rates, you must submit a Controlled Work Claim within six months of the end of each of the following stages of the case citing the correct Unique Client Number:

- (a) Legal Help:
 - (ii) The date that CLR is granted or refused;
 - (iii) Following the submission of a fresh application for asylum; or
 - (iv) When you have completed the work under Legal Help, if earlier.

(You should ensure that any advice/assistance in relation to an Independent Funding Adjudicator Review against the decision to refuse to grant CLR, is provided as part of this Claim.);

- (b) CLR:
 - (i) The date that you apply for the permission to appeal to the Upper Tribunal; or
 - (ii) When you have completed the work under CLR, if earlier.

8.109 Where incurred you should also claim relevant additional payments including disbursements. In each claim you must only submit your costs in relation to the work relevant at that stage.

Claiming Interim Payments for Disbursements

8.110 You may submit a claim to us in respect of unpaid Controlled Work Disbursements (not including Counsel's fees). You may only apply under this Paragraph if at least six months have elapsed since the start of the Matter and, if you have become entitled to make a Controlled Work claim (as defined at Paragraphs 8.67 and 8.108 for Standard Fee and Hourly Rates Matters respectively) or have previously applied for payment under this Paragraph, at least six months have elapsed since that entitlement arose or application was made.

PART E - IMMIGRATION REMOVAL CENTRES EXCLUSIVE SCHEDULE ARRANGEMENTS

Scope of IRC Contract Work

- 8.111 This section sets out additional rules that apply if you hold an Exclusive Schedule permitting you to deliver Controlled Work at Immigration Removal Centres (IRC).
- 8.112 Where you obtain a Client through an IRC Rota and Controlled Work is subsequently commenced by you then the remaining rules in this Specification will also apply to that Contract Work.
- 8.113 The number of Clients wishing to access the service via places on the IRC Rota will vary. As demand for the service is outside our control and we make no guarantee or representation as to the volumes of Clients seeking services.

IRC Rota(s)

- 8.114 Your Schedule will confirm whether you are on IRC Rota which covers an:
- Onsite Surgery at a designated IRC; and/or
 - Fast Track Scheme (which includes Detained Fast Track (DFT) Clients and Non-Suspensive Appeal (NSA) Clients) at either Harmondsworth, or Yarl's Wood).
- 8.115 Only Level 2 and above caseworkers may provide advice to Clients at Onsite Surgeries or under the Fast Track Scheme.
- 8.116 You must ensure you have sufficient numbers of caseworkers available to meet your rota obligations under the Exclusive Schedule.
- 8.117 The IRC Rota will operate from Monday through to Friday inclusive and will exclude any Bank and Public Holidays, which happen to fall within a particular week.
- 8.118 You must have a fully operational fax, telephone and e-mail system on which the UKBA, IRC or we can contact you with information regarding rotas, Clients etc.

Onsite Surgery

- 8.119 Your Exclusive Schedule will set out the number (and if applicable the dates) of IRC Rota weeks you must provide an Onsite Surgery rota at the applicable IRC(s) throughout the Schedule period.
- 8.120 The IRC Rota may also denote whether you must provide a full day or half day On Site Surgery at the applicable IRC(s). Due to the unknown demand from individuals at IRCs, the frequency of days when you must attend the IRC may vary.

- 8.121 During each IRC Rota week you will be advised by the IRC of the number of On Site Surgeries required during that week. The IRC will provide you with information as to the:
- Number of On Site Surgeries required during the week at the IRC;
 - Time and date of the On Site Surgery;
 - Location; and
 - Details of Clients you are required to see at each On Site Surgery.

Advice at the Onsite Surgery

- 8.122 You may provide a maximum of 30 minutes advice to a Client at an On Site Surgery without reference to the Client's financial eligibility.
- 8.123 The purpose of the advice session is to ascertain the basic facts of the Matter and to make a decision as to whether the Matter requires further investigation or whether further action can be taken.
- 8.124 When attending a Client the caseworker must always advise a Client in relation to Temporary Admission and Bail and record the outcome of this advice on the file.
- 8.125 On the conclusion of the Client's 30 minute advice session you must assess the Client's means and apply the Funding Code Criteria to ascertain whether you are able to continue to advise the Client under Controlled Work in accordance with this Contract.
- 8.126 You must record the time spent with each Client at an On Site Surgery on the Contract Report Form specified by us.

Fast Track Scheme

Standby days

- 8.127 Your Exclusive Schedule will set out your allocated slots on Standby days on the Fast Track Rota throughout the Exclusive Schedule period.
- 8.128 The Standby day is the day you will receive calls from the UKBA regarding DFT and/or NSA Clients. Each Standby day will commence at 9am and finish at 6 pm.
- 8.129 On Standby days you must have capacity to receive calls from the UKBA equal to the number of slots designated on your Schedule.
- 8.130 When you are on Standby, the UKBA will notify you as soon as possible after the Claim for asylum has been made that an individual requires legal advice. The UKBA will provide you with information as to the:
- Details of DFT and NSA Client(s);
 - Time, date and location of the relevant Substantive Interview.
- 8.131 You are required on the Standby day (and according to the Client's needs) to

make initial contact with the Client to:

- (a) assess the Client's means and apply the Funding Code Criteria to ascertain whether you are able to continue to advise the Client under Controlled Work in accordance with this Contract; and if necessary
- (b) arrange for an interpreter to attend the Substantive Interview (potentially at short notice); and
- (c) prepare the Client for the Attendance Day.

Attendance day

8.132 The Attendance Day is the day your caseworker(s) will be required to attend the IRC to assist your DFT or NSA Client at the Substantive Interview. An Attendance Day is normally required the day after you have been advised of the DFT or NSA Client whilst on Standby.

8.133 You are required on the Attendance Day (and according to the Client's needs):

- (a) advise the Client prior to their Substantive Interview;
- (b) attend (under Legal Help) at the Substantive Interview;
- (c) advise the Client after the decision has been served (which may be on a different day to the Attendance day); and

8.134 You must ensure that your caseworkers are familiar with the UKBA flexibility policy in Detained Fast Track cases.

Post Attendance day

8.135 The IRC will notify you when a decision has been made on your DFT or NSA Client's application for asylum. You must then attend your DFT or NSA Client at the IRC, so that you can provide further advice when the decision has been given.

8.136 In providing advice on the decision, you must advise on its effect and, if it is adverse, must advise on whether there are grounds for appeal to an Immigration Judge and on the prospects of success. You must apply the relevant Funding Code Criteria and assess the Client's financial eligibility as appropriate before granting funding for any appeal and you must not grant CLR to preserve your DFT or NSA Client's right of appeal. CLR should be granted when the prospects of success are unclear or borderline.

8.137 Where you have refused CLR for the appeal but the Client still requires further advice (e.g. in relation to their continued detention) you may continue to provide advice provided that the Funding Code criteria are met. Where you have refused CLR in relation to the appeal, you must provide the Client with a CW4 and confirm in writing on the file whether or not they wish to appeal to the IFA. If they wish to appeal to the IFA you must assist them in the completion of the CW4 unless they decline that assistance and the CW4 must be submitted to the LSC on their behalf by close of business on the next business day.

Client is released from the IRC or moved to another IRC

- 8.138 Where you have been providing Contract Work to a Client received under this Exclusive Schedule and your Client is either released from the IRC or moved to another detention facility (including a prison), then you may (subject to 8.139) continue to provide advice.
- 8.139 Where a Client has been released from detention or moves from the IRC, before you commence further Contract Work you should decide whether it is in the best interests of the Client to refer them to Community Legal Advice to advise them of local Providers or to continue to represent them.

Rates of Payment

On Site Surgeries

- 8.140 You may not make any Claim for travelling or waiting time. Disbursements such as costs of travel and interpreting costs are claimable.
- 8.141 The Standard Fees for attending and advising at an On Site Surgery are set out at Table 4(d) of the Payment Annex.
- 8.142 The Standard Fee you may Claim is dependant on the number of Clients you advise at the On Site Surgery.
- 8.143 For the avoidance of doubt if you do not attend the IRC (e.g. because the IRC confirm, prior to your attendance, that there is no requirement for the On Site Surgery) you will be unable to make any Claim.
- 8.144 Where you grant Controlled Work to Clients following on from advice given at the On Site Surgery you may Claim the Hourly Rates as set out at paragraph 8.84 and the normal payment and assessment rules for Controlled Work under the Contract apply.

Fast Track Standby

- 8.145 Where you have been on Standby for a day to receive calls from the UKBA with details of a DFT or NSA Client but you are not allocated a Client, you may Claim the Standard Fee Standby rate set out at Table 4(d) of the Payment Annex for each day your organisation is on Standby.
- 8.146 Where you grant Controlled Work for a DFT or NSA Client will Claim the Hourly Rates as set out at paragraph 8.84 and the normal payment and assessment rules for Controlled Work under this Specification (including, for the avoidance of doubt, any telephone advice you may give to the Client on the Standby day) apply.

PART F - EARLY LEGAL ADVICE PROCESS (ELAP) EXCLUSIVE SCHEDULE ARRANGEMENTS

Background

- 8.147 The LSC jointly with the UKBA are undertaking the Early Legal Advice Process (ELAP) within Immigration Procurement Areas in England and Wales. The concept behind Asylum Clients based in an area covered by a ELAP through a pre-defined advice service. Providers who have Exclusive Schedules covered an ELAP agree to comply with the process for dealing with Asylum clients issued by UKBA in that particular area.
- 8.148 For example, your Schedule will confirm that an ELAP is in place in the Immigration Procurement Area you are permitted to deliver Contract Work in. Therefore in acting for any Asylum Clients in that area you must comply with the ELAP process (which may differ in different local areas)

Scope of ELAP Contract Work

- 8.149 This section sets out additional rules that apply if you hold an Exclusive Schedule permitting you deliver Asylum matters as Controlled Work through the ELAP.
- 8.150 The ELAP service applies to all asylum matters opened by you under your Exclusive Schedule and determined by the UKBA after 1 October 2010.
- 8.151 Where an ELAP Exclusive Schedule covers your Contract Work you must conduct any Asylum matter in accordance with the special arrangement or processes required by UKBA.
- 8.152 Where you obtain a Client through the ELAP you must assess the Client's means and apply the Funding Code Criteria to ascertain whether you are able to continue to advise the Client under Controlled Work in accordance with this Contract.
- 8.153 Where you obtain a Client through the ELAP and Controlled Work is subsequently commenced by you then the remaining rules in this Specification will also apply to that Contract Work.
- 8.154 The number of Clients wishing to access the service through the ELAP will vary. As demand for the service is outside our control and we make no guarantee or representation as to the volumes of Clients seeking services.
- 8.155 We will notify you via your designated email address of any issues relating to ELAP including but not limited to training events, user group meetings, guidance and local updates.

Caseworkers

- 8.156 Only Level 2 and above caseworkers can attend the Interactive UKBA Interview.

- 8.157 You must all maintain, and make available to both the relevant local authority and us, an up to date record of all caseworkers performing this Contract Work and us.
- 8.158 It is your obligation to ensure that the relevant local authority and us have at all times an up to date record of all caseworkers performing this Contract Work
- 8.159 Any caseworker that does not appear on the record is not permitted to undertake any Contract Work under this Exclusive Schedule.
- 8.160 You must ensure that your nominated Supervisor attends all training events and user group meetings.

Carrying out ELAP Contract Work

- 8.161 You may Claim for preparing a Statement of Claim or completing the SEF in support of an application covering all relevant legal and factual issues. The Statement of Claim or SEF should be submitted to the UKBA before the Interactive interview or the reason for not doing so must be noted on the file.
- 8.162 The caseworker must contact the UKBA official who is responsible for making the decision on the Client's claim to confirm the issues being agreed and those in dispute. You must maintain a written summary of any discussions with the UKBA official on your file.
- 8.163 The caseworker must address contentious matters through further evidence gathering, whether by a further statement of Claim from the Client and/or through relevant independent evidence such as a medical or other report.
- 8.164 Disbursements for medical or other reports should only be pursued if it is both reasonable and necessary. Any report commissioned must make a material difference to the Matter.
- 8.165 Your caseworker must attend the Interactive Interview (where the sufficient benefit test is satisfied) and any post interview discussion or the reason for not doing so must be noted on the file.

Rates of Payment

- 8.166 Legal Help undertaken in relation to ELAP Matters is subject to Hourly Rates as set out at Table 7(d) in the Payment Annex. CLR is remunerated under the Standard Fee Scheme.