

WALES OFFICE

**Invitation to Tender to deliver
publicly funded legal services**

**INFORMATION FOR
APPLICANTS**

Specialist Family (Domestic Abuse and Public Law Children)

Reference: Wales Specialist Family

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Section One: Background information and details about the Service we are inviting tenders to deliver.

Part A: Background

1.1 Introduction

Following the publication of our strategy for the Community Legal Service “Making Legal Rights a Reality” in 2006 a renewed focus on access has seen the numbers of people helped through early civil legally aided advice has risen by more than a third in two years. To ensure that this number continues to increase, the Legal Services Commission (LSC) is inviting Tenders from organisations wishing to deliver publicly funded civil legal advice services.

This is an open tendering exercise for organisations to Tender to deliver face to face Services in specialist family advice level in the Procurement Areas in Wales specified in Section Four. Successful applicants will also be authorised to provide representation (known as “Licensed Work”) to clients in certain Categories of Law.

This work will be carried out under our main contract with civil legal aid providers – the Unified Contract (Civil).

1.2 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 (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.

D. Remuneration under the Unified Contract (Civil)

Contract work under the Unified Contract (Civil) is payable by the fees set out in the following sections of the Unified Contract (Civil) Specification;

Payment Annex 2007; and
Payment Annex 2008

The increases in fees set out in the Payment Annex 2008 have been implemented under CLS (Funding) (Amendment) Order 2008 (S.I. 2008/1328) following consultation by the Ministry of Justice, which will come into force on 1 July 2008.

Details of the changes mentioned above can be found on our website following the link: CLSs>The Unified Contract (Civil).

1.3 Regional invitation to tender within a national framework

The LSC is procuring civil legally aided work in certain areas, and categories of work, across England and Wales.

There is a separate 'IFA' for each Regional Office and one for the Wales office setting out the services required and the areas in which they are needed. Each IFA may cover several different services or groupings of services required in each of our Procurement Area/s. Each Procurement Area in England is assigned to a particular Regional Office (see Appendix Two for details of these areas).

In addition, a separate list summarising all the individual opportunities contained in the various IFAs will be published (and updated as necessary) on our website.

There is some geographical and administrative crossover of borders between Procurement Areas managed by each of the LSC's Offices. Therefore, to ensure organisations are fully aware of all the opportunities published, we would advise you to continue to access our website regularly and consider all the IFAs published.

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 for any of the opportunities outlined in Section Four. 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. 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 **Four** sections for your ease of reference:

Section One Part A contains background about the LSC's invitations to tender for new civil legal aid services. Part B contains information about the Services for which we are inviting tenders.

Section Two 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 Three contains the conditions of Tender.

Section Four contains the specific information about the individual services we are inviting tenders for and the Essential criteria which you must demonstrate your suitability in your Tender Form.

- Appendix One – Background information about civil contracting
- Appendix Two – The LSC’s Procurement Areas
- Appendix Three – SQM definitions of Categories of Law
- Appendix Four -Tender Form (see standalone document)
- Appendix Five - Family Mediation ‘Express of Interest’ form

1.5 Family Mediation – submitting an expression of interest

The LSC is committed to Family Mediation and is keen to promote appropriate referrals to mediation, both from solicitors and other areas of the family justice system. The LSC already contracts with mediation services under a fixed fee scheme. This ensures that value for money from mediation is maximised when mediation is attempted.

We are, therefore, also using this IFA to invite expressions of interest from organisations wishing to deliver Family Mediation services. This invitation is extended both to new providers that currently do not deliver Family Mediation services and to existing providers that wish to deliver the service at additional locations.

Organisations must be prepared to deliver the service across the full range of Family Mediation work as provided for in the Unified Contract (Civil) i.e.:

- Child Only;
- Property and Finance; and
- All Issues mediation.

Whilst access to Family Mediation services is relatively good (in fact 78% of the population live within 5 miles of a mediator and less than 1% would have to travel more than 15 miles to a mediator) we would like to continue to increase access for clients to Family Mediation services in England and Wales.

With this in mind, whilst we are inviting expressions of interest across England and Wales, we have identified the following locations where we would particularly like to improve access:

- | | | |
|------------------|----------------------|-----------------------------|
| ○ Aylesbury Vale | ○ Boston | ○ County of Herefordshire |
| ○ Copeland | ○ Tynedale | ○ Torridge |
| ○ Eden | ○ Suffolk Coastal | ○ Gwynedd-Gwynedd |
| ○ Cherwell | ○ West Oxfordshire | ○ Sir Ceredigion Ceredigion |
| ○ Oxford | ○ Berwick-upon-Tweed | ○ Castle Morpeth |
| ○ Wigan | ○ Oldham | ○ Tameside |

What do you need to do to register an expression of interest?

To express an interest in doing this work, we only require you to submit contact information about your organisation and to provide us with the locations from where you are interested in delivering the service.

To register an expression of interest, please fill out the form at Appendix 5 entitled ‘Family Mediation Expression of Interest’ and return this to your nearest Regional Office. **The**

closing date for submitting an expression of interest is 4pm on Thursday 7 August 2008.

How will we use your expression of interest?

Once we have collated all the expressions of interest, we will write to those organisations who have submitted them to inform them that either:

1. We will offer the organisation a contract to deliver a Family Mediation service subject to a number of conditions (such as the organisation delivering a service across the full range of Family Mediation work and meeting the Family Mediation Quality Mark) which will be set out in the offer letter; or
2. We will invite the organisation to submit a tender to take part in a competitive bid round; or
3. We will not be taking any further steps in relation to expression of interest submitted in that area.

Where can I get further information on Family Mediation?

For more information about Family Mediation, and the Unified Contract (Civil) under which this Service operates please, visit our website following the links:

For more information about the contract terms for Family Mediation:

Community Legal Service>The Unified Contract (Civil)>About the Unified Contract (Civil)

For information about how the Family Mediation service operates:

Community Legal Service> Civil Areas of Work>Family>Mediation

PART B: Information about the Services for which we are inviting tenders

1.6 What Services are we inviting tenders for?

Organisations are invited to Tender to provide:

- Specialist Family Domestic Violence and Public Law children. Applicants will need to demonstrate, to meet an Essential Criterion, that at least one of their advisers has expertise in Public Law Children and/or Domestic Abuse. In addition, the organisation will have to meet all the other Essential Criteria including being able to deliver the full range of family services at all levels from Legal Help to Licensed Work.

1.7 Intergrated social welfare law service

Our publication of 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 ("SWL") in bundles that recognised the multiple nature of clients' problems. **However at this time we are not procuring any additional intergrated Social Welfare Law Services in Wales.**

1.8 Who are we looking to contract with?

The LSC has been contracting with Providers to deliver services since 2000.

These organisations, including firms of solicitors, other commercial organisations and Not for Profit advice agencies are all welcome to Tender for any or all of the civil legal aid services for which Tenders are invited.

However, 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 Criteria and where applicable the Selection Criteria in each Tender. In addition, we may apply 'tiebreaker' criteria where there are more successful Tenders with capacity over and above the maximum numbers of Matter Starts available for each service we wish to procure. See paragraph 1.11 below for further details on Matter Starts.

1.9 Contract for the Service

Appendix One provides a brief outline of the structure of the Unified Contract (Civil) (the "Contract") which sets out the provisions which will govern the relationship with any Provider as well as the rules that will facilitate the operation of the Service.

All the Contract documentation is available on our website including the performance standards (see Annex G of the Standard Terms) and consequently, whilst we have highlighted some key areas of the Contract in this IFA, we would strongly recommend you familiarise yourself with the express terms of the Contract prior to tendering for the Service.

The Contract has been in force since 1 April 2007 and will end on 30 March 2010 unless it is lawfully ended or extended before then. Consequently, subject to the terms of the Contract, the Service will commence within 12 weeks of the award of the Contract and end on 30 March 2010.

It is our intention to undertake a further large-scale procurement process in 2009 to procure services to commence from 1 April 2010.

1.10 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 Contract and that Client's retainer will always be with the single entity.

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 you are tendering for, without the need to refer any of these matters or levels of work to other organisations (although the Contract does permit the use of agent and Approved Representatives in certain circumstances).

1.11 What are 'Matter Starts'?

Matter Starts are denoted by the opening of an individual Controlled Work matter for an advice service to be given to eligible clients. Each Provider is awarded a maximum number of Matter Starts in each of the Categories of Law in which they are authorised to undertake work. The main rules governing the Matter Starts are set out in the Unified Contract (Civil) Specification (for further information please see Appendix One). Any conditions (such as maximum numbers of Matters Starts) which are bespoke to your Contract award, will be set out in your Office Schedule.

If you are successful, we will allocate you Matter Starts for the appropriate Category of Law under the process set out at 2.8 below, subject to any conditions necessary for the purposes of this Tender exercise. Such conditions could include, but may not be limited to, limiting the Matter Starts for use in a certain geographic areas.

1.12 Payment

Successful Providers will receive Matter Starts entitling them to give legal advice in the Family category of Law for which their Tender has been successful. The work will be performed subject to the terms and conditions set out in the Contract. Depending on the type of work, we will remunerate you either through:

- Standard fixed fees;
- Graduated fixed fees; or
- Hourly rates.

The Contract Specification and in particular the Payment Annexes (2007 and 2008) set out the particular rate of payment for each work type.

The Contract also operates, in some Categories, as a license for Providers to undertake Licensed Work normally subject to us approving your client's application.

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. In relation to Licensed Work you will in most cases prepare your bill of costs which then, depending on the value of the bill, will either be assessed by staff in our Regional Office or the Court. Further information on the rules applicable to this level of work is set out in Appendix One "Licensed Work" and in the Unified Contract (Civil) Specification.

1.13 Capacity to deliver the service for which you are tendering.

Applicants will be asked to set out in their Tender Form the minimum and maximum number of Matter Starts in Controlled Work they are able to undertake in the Family Category of Law.

Where you are tendering for large quantities of Matter Starts, your organisation must ensure it will have the capacity to deliver the number of Matter Starts in a Contract Year. This will assist the LSC in meeting client need, by distributing volumes of Matters Starts at levels realistically achievable by those organisations tendering.

We would ask that you consider carefully your organisation's capacity to deliver the Matter Starts you are tendering for.

Please note: Whilst we will endeavour to award you Matter Starts between the minimum and maximum numbers you state in your Tender Form, we reserve the right to award you a number of Matter Starts below your minimum in accordance with the process set out in Section 2.

1.14 Application for Specialist Quality Mark

As per the Essential Criteria, if you are a new Provider, or an existing Provider applying for a new Category of Law or to deliver services from a new Office, 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 Categories of Law in each Office where the service is to be delivered, 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.

1.15 Service must be up and running within 12 weeks of award of a contract

It is an Essential Criterion of all the invitations in this IFA that the applicant must be able to commence delivering the service within 12 weeks from the date the award of contract is made.

This will be a fundamental condition of any award of contract. Failure to begin delivering the service within the 12 weeks may amount to a fundamental breach and the Contract will be terminated.

Our intention is to award contracts around 5 September 2008.

1.16 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, and your organisation already holds a Unified Contract (Civil), your Contract will be amended to include the additional work awarded under this Tender Process. This will be achieved by way of a change to your current Office Schedule or by the award of an additional Office Schedule.

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.

If you are an existing Provider, and are interested in tendering for this additional work, then you must still complete the Tender Form, regardless of whether you are already delivering services in the Categories of Law or in the areas as defined within this IFA. As this is additional work, over and above your current contract allocation, we cannot prefer you on the basis of what you are already delivering. This is because we must consider Tenders, from both existing and potential new providers, on equal terms.

1.17 Contracting with new Providers for this work

Further to paragraph 1.14 (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 legal advice and/or representation in the Category of Law and locations specified in the Office Schedule.

1.18 No guarantee of work

The award of a Contract does not guarantee a minimum number of Matter Starts or Licensed Work. While Providers contract with the LSC for payment for civil work, the LSC does not control the allocation of cases or work. Work is obtained by Providers under open market conditions, where clients are free to choose a legal representative of their choice to advise or represent them. Providers that are awarded a Unified Contract (Civil) will be authorised to undertake a maximum number of Matter Starts in prescribed categories of law, subject to any bespoke contracting conditions set out in the Office Schedule to the Contract.

1.19 How many tenders may you submit?

You can tender for any or all of the services contained in this or any of the other IFAs published at this time.

You must follow the instructions in the Tender Form for each Tender.

Section Two: The Tender Process

2.1 Key dates

The closing date for submitting tenders is **4pm on 7 August 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 Three;
2. Demonstrate how they meet the relevant criteria as set out for each individual service we wish to procure, contained in Section Four; and
3. Fill out the Tender Form and submit all relevant information.

2.2 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 response.

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 consider necessary in order to verify any information provided to it during the procurement process.

2.3 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 Four contains the individual Invitation to Tender, which describe the types of services we wish the successful organisations to deliver. Should you be interested in delivering the services 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 for each service you wish to deliver:

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

- Application for SQM (if you are a new Provider, or existing Provider tendering to deliver services in new Categories of Law (i.e. in a Category you do not hold the SQM for) or from a new office as per the essential criterion) including:
 - QM1 – Quality Mark Application Form - requests the contact details of the organisation as a whole;
 - SQM Self Assessment Checklist - requests brief written confirmation of how the organisation meets, or intends to meet, each separate requirement in the SQM;
 - Supervisor Self Declaration form – requests information about how the supervisor for publicly funded civil work will meet the supervisor requirements in the SQM;
 - Franchise Status Enquiry Forms x 2
 - 1: (SIF1) – requires organisations to declare any claim against the Solicitors’ Indemnity Fund within the last 5 years;
 - 2: Status Enquiry Forms (OSS1,2,3) which the LSC submits to the regulator to check for disciplinary proceedings or any other adverse findings by regulatory bodies against the firm or staff as part of your application.
 - Office Manual

2.4 The Tender Form

To apply, organisations must complete a Tender Form for the services they are tendering for.

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.

2.5 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.

Within this Wales IFA we are only inviting tenders to deliver Family Specialist Services for which we are assessing tenders against Essential Criteria only.

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 Four of this IFA.

2.6 Scoring System

Essential Criteria

For each Category of Law being procured under this IFA, the relevant table in Section Four 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.

2.7 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 4 pm on Thursday 7 August 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 3.1 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 Tenders, however sent or delivered, must be marked "Civil Tender Form".

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.

Please return Tender Forms to the Wales Office address specified in Section Four.

If you have any questions about the bid process please contact the Wales Office contact name specified in Section Four.

2.8 Awarding contracts/Matter Starts

We will ask you to stipulate on your Tender Form the minimum and maximum number of Matter Starts your organisation has the capacity to deliver over a Contract Year (i.e. 12 Months).

Where we award a contract to you we will set out in the number of Matter Starts which will be between your minimum and maximum.

2.9 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 a right of appeal against a decision by us not to award you a Unified Contract (Civil) or 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.

Appeals should be made to the LSC Office (whose address is set out in Section Four) within 7 days of receipt of the letter notifying you of the outcome of your application.

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.

2.10 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 3 and the closing date and time for Tenders to be received by us, is 4 pm on Thursday 7 August 2008.

2.11 Questions about this Tender Process

If you have questions you are welcome to ask them up until **4pm on Thursday 24 July 2008**. The Wales or relevant Regional Office will be happy to respond to general questions on the background material of the Legal Service Commission and the civil contracting scheme.

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 **Monday 28 July 2008**. All personal or identifying information will be removed prior to publication.

Please email your questions direct to the following dedicated email address:
Civilbidrounds@legalservices.gov.uk

2.12 Timeline		
Stage	Activity	Timescale
Stage 1	Documents published <ul style="list-style-type: none"> ▪ IFA for all Regional Offices and Wales; ▪ Tender Forms; ▪ Applications forms to apply for SQM; ▪ Summary of all invitations to tender 	Thursday 10 July 2008
Stage 2	Last date for receipt of emailed questions	4 pm Thursday 24 July 2008
Stage 3	Last date upon which responses to questions to be published	Monday 28 July 2008
Stage 4	Closing date for Tenders to be received.	4pm on Thursday 7 August 2008
Stage 5	Final date decisions made, offer, final rejections and appeal outcomes letters sent.	22 August 2008
Stage 6	Final Date for receipt of Appeals rejected at Essential Criteria.	29 August 2008
Stage 7	Revised Unified Contract (Civil) Schedules (for existing providers) or new Unified Contract (Civil)s (for new providers) issued.	No set date However we estimate it will be within 2 weeks of the date the offer letter is sent.
Stage 8	Commencement of Service	No set date however it must be within 12 weeks of the date the offer of letter is sent.

Section Three: Conditions of Tender

Conditions of Tender

3.1 Tender Forms will be received until **4 p.m. on the closing date 7 August 2008**. No Tender Forms will be accepted after this time unless there are exceptional circumstances as defined in condition 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.

3.2 “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”.

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

3.4 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.

3.5 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.

3.6 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.

3.7 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.

- 3.8 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 3.19 below.
- 3.9 We reserve the right to cancel this invitation in its entirety, or individual Invitations to Tender outlined in detailed in Section Four, at any time at our absolute discretion.
- 3.10 If you are successful your application and any documents submitted as part of the application, may form part of your Unified Contract (Civil).
- 3.11 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.
- 3.12 By submitting a Tender Form, you are agreeing to be bound by the terms and conditions in the Unified Contract (Civil) if you are awarded one.
- 3.13 The right of appeal for unsuccessful candidates is limited to that set out at Section 2.9.
- 3.14 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.
- 3.15 All intellectual property rights in this IFA, associated documents, Tender Forms, and Contract Documents are and shall remain our property.
- 3.16 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.
- 3.17 The award of a Unified Contract (Civil) does not guarantee a minimum amount of Controlled Work. There is no guarantee that Providers will receive the number of Matter Starts for which they have applied in their Tender Form. While Providers contract with the LSC for payment for civil work, the LSC does not control the allocation of cases or work. Providers that are awarded a Unified Contract (Civil) will be authorised to undertake a maximum number of Matter Starts in prescribed Categories of Law and subject to any bespoke contracting conditions set out in the Contract's Office 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.
- 3.18 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.

- 3.19 We may use the information included in your response for any reasonable purpose connected with this application exercise.
- 3.20 Any organisation who directly or indirectly canvasses any employee of the LSC concerning the award of the Contract(s) will be disqualified.
- 3.21 All organisations are recommended to seek their own financial and legal advice.

Confidentiality and Freedom of Information Act 2000

- 3.22 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

- 3.23 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. “Family” 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;

“Domestic Abuse” has the meaning Set out in the SQM

‘Family’ has the meaning set out in the SQM

“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;

“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;

‘Procurement Area’ means the geographical area in England and Wales designated as procurement area by the LSC. Current areas are set out in Appendix Two;

“Public Law Children” has the meaning Set out in the SQM

“Service” means the service to which the invitation to tenders relates, to deliver civil legal aid advice under the Unified Contract (Civil);

‘Social Welfare Law’ means Debt, Housing, Welfare Benefits, Community Care and Employment;

“Specialist Family” means Public Law Children and Domestic Abuse cases.

“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

‘SWL’ means Social Welfare Law

'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.

Section Four – Invitation to tender to deliver Specialist Domestic Abuse and Public Law Children in Wales

4.1 Invitation

This invitation to tender is for the provision of face-to-face Specialist Family Services by Organisations who can deliver specialist advice in either Public law Children or Domestic Abuse cases across any of the Procurement Areas in Wales, which are set out in the table below.

Procurement Areas	Geographic areas within each Procurement Area
North West Wales	Isle of Anglesey, Gwynedd, Conwy
North East Wales	Wrexham, Flintshire, Denbighshire
Central Wales	Powys, Ceredigion
South West Wales	Pembrokeshire, Carmarthenshire
Swansea and Neath Port Talbot	Swansea, Neath Port Talbot
Cardiff, The Vale and Bridgend	Cardiff, The Vale of Glamorgan, Bridgend
Rhondda Cynon Taff & Merthyr	Rhondda Cynon Taff, Merthyr Tydfil
South East Wales	Monmouthshire, Caerphilly, Newport, Torfaen, Blaenau Gwent

You may tender to deliver the service in more than one of the Procurements Areas listed but it is an Essential Criteria that you must have an Office in each of the Procurement Areas you are tender to deliver the service in.

Bi-lingual Services

We are particularly interested to hear from those organisations that are able to provide this service in both English and Welsh. If you are able to offer a bilingual service then, for information purposes only, we would be grateful if you could indicate this where asked on your Tender Form.

Essential Criteria

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

- **Organisations must satisfy all the essential criteria in order to be awarded a contract.**
- **You must answer all questions set out in the Tender Form under each essential criterion.**

A. Organisations must have a specialist adviser in Public Law Children and/or Domestic Abuse.

Specialist Adviser in Public Law Children

To deliver Public Law Children specialist advice services, the organisation must submit with the tender application form either:

1. The Panel Certificate, of an adviser who is a member of the Law Society's Children Panel; or
2. The Supervisor Self Declaration Form, and a list of ten Public Law Children cases undertaken in the last two years by the named Supervisor, to demonstrate their specialism in the Public Law Children area of family law.

*In your list of cases, please include case reference number, type of case and end date.

Specialist Adviser in Domestic Abuse

To deliver Domestic Abuse specialist advice services, the organisation must submit with the tender application form one of the following:

1. The Panel Certificate of an adviser who is a member of the Law Society's Advanced Family Panel;

Or

2. A copy of Resolution's confirmation of an adviser who is a Resolution Accredited Specialist in Domestic Abuse;

Or

3. Evidence, through cases undertaken, that an adviser has experience of delivering an advice service targeted at clients suffering from domestic abuse (e.g. outreach provided at a Women's Aid affiliated service or telephone advice given through a dedicated domestic abuse helpline);

Or

4. The Supervisor Self Declaration Form, and a list of ten Domestic Abuse cases undertaken in the last two years by the named Supervisor, to demonstrate their specialism in the Domestic Abuse area of family law.

*In your list of cases, please include case reference number, type of case and end date.

B. The organisation must be able and willing to deliver the service face to face, from an Office across any of the Procurement Areas in Wales.

C. The organisation must be able and willing to deliver services across the full range and breadth of work (from Legal Help to Licensed Work) in the Family Category of Law.

(For the full range see the Family SQM Category Definitions contained in the IFA)

D. Any organisation tendering for a new category of law or to deliver services from a new Office must submit the following documents in order to apply for the Specialist Quality Mark (SQM) with its 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 all the relevant Categories of Law in each Office where the service is to be delivered, prior to the service commencing.

E. The organisation must confirm that it is able to begin delivery of the service within 12 weeks from the date the contract is awarded.

F. 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.

G. 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 July 2006 – 1 July 2008).

H. 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.

4.2 Information on Return of Tenders

Please return completed Tender forms to:

Lisa Gill
Legal Services Commission
WALES OFFICE
Marland House
Central Square
Cardiff
CF10 1PF

DX 33006 CARDIFF-1

Tel: 02920 647253

Appendix One: Background information about civil contracting

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

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 Or you can ask your regional office to provide a full copy of the Unified Contract (Civil)

Structure of the Contract	
Contract Document	Main areas
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 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
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"> Annex A: Liaison Annex Annex B: Media Annex Annex C: Equality and diversity Annex D: Client Service Annex E: Monitoring Annex Annex F: Approved Personnel and Supervisors Annex Annex G: Key Performance Indicators Annex Annex H: Fundamental Breach Annex
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"> ▪ General Rules (covering all Categories of Law); ▪ Category Specific Rules; ▪ Payment Annex 2007; and ▪ Payment Annex 2008.
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

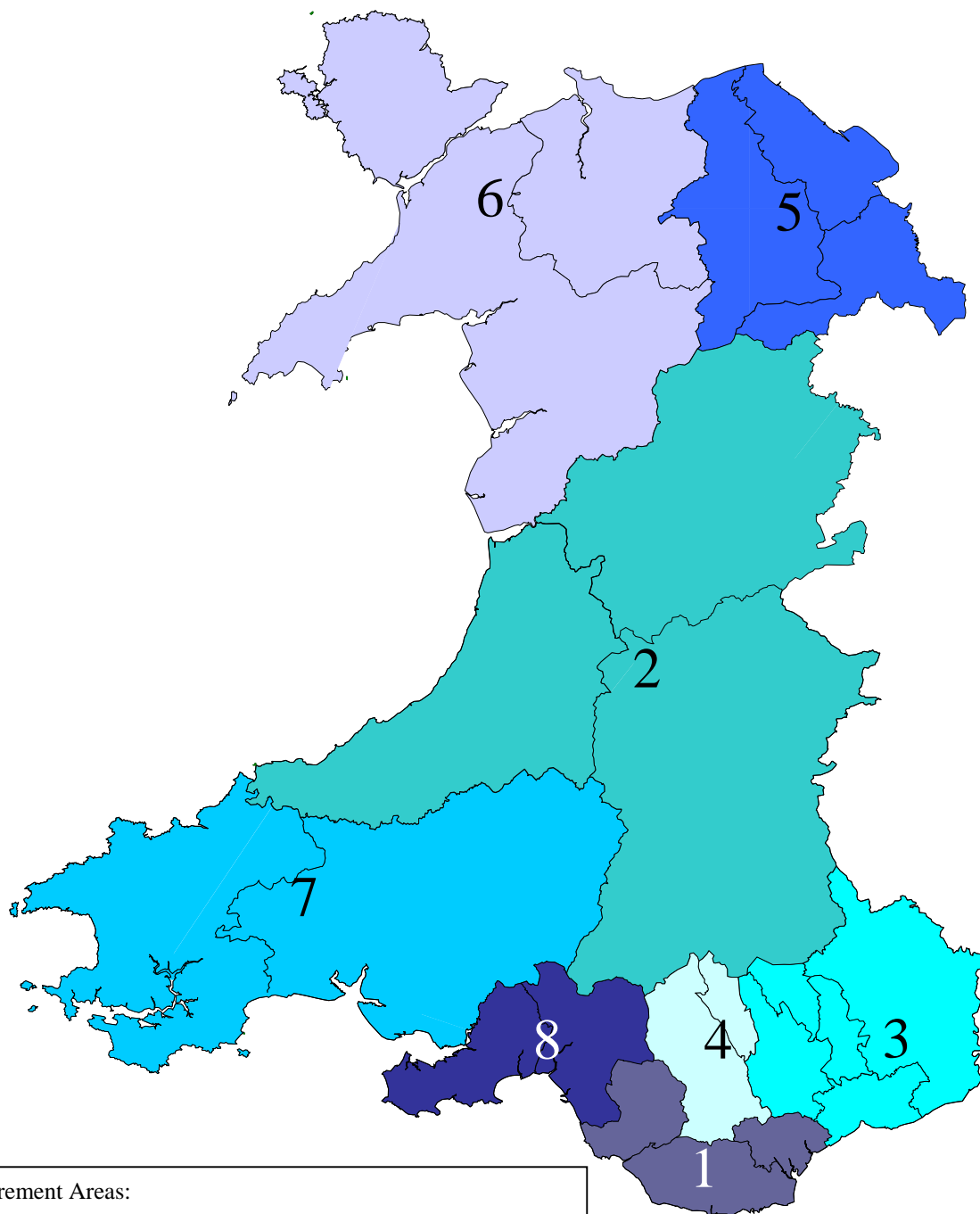
The remuneration systems and payment rates for work under the Unified Contract (Civil) are set out in the Specification (Payment Annexes 2007 and 2008).

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 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.

Appendix Two Procurement areas in Wales



Procurement Areas:

- 1 Bridgend, Cardiff and the Vale
- 2 Central (Powys, Ceredigion)
- 3 South East
- 4 Rhondda Cynon Taff and Merthyr Tydfil
- 5 North East (Denbighshire, Flintshire, Wrexham)
- 6 North West (Conwy, Gwynedd, Ynys Môn)
- 7 South West (Pembrokeshire, Carmarthenshire)
- 8 Neath Port Talbot and Swansea

Appendix Three - Specialist Quality Mark (SQM) Definitions of Categories of Law (Civil)

Family

Previously known as Family/Matrimonial, the title of this SQM category has been changed for ease of reference. In all other respects and in other documentation where reference is made to the Family/Matrimonial SQM category you should read “Family” in the same terms.

SQM Category Definition

1. Legal Help on matters and all proceedings, which arise out of family relationships, including proceedings in which the welfare of children is determined.
2. Also included are Legal Help on Matters and all proceedings under any one or more of the following:
 - (a) The Matrimonial Causes Act 1973;
 - (b) The Inheritance (Provision for Family and Dependants) Act 1975;
 - (c) The Adoption Act 1976;
 - (d) The Domestic Proceedings and Magistrates’ Courts Act 1978;
 - (e) Part III of the Matrimonial and Family Proceedings Act 1984;
 - (f) Parts I to V of the Children Act 1989;
 - (g) Part IV of the Family Law Act 1996;
 - (h) The inherent jurisdiction of the High Court in relation to children.
3. For the avoidance of doubt, the following matters/proceedings are also included within the SQM category:
 - (a) Legal Help in making a will where the client is the parent or guardian of a disabled person who wishes to provide for that person in a will, or of a minor living with the client but not with the other parent, and the client wishes to appoint a guardian for the minor in a will;
 - (b) Proceedings to enforce any order made within family proceedings;
 - (c) Proceedings under S20 or S27 of the Child Support Act 1991;
 - (d) Proceedings under the Family Law Act 1986;
 - (e) Proceedings under the Child Abduction and Custody Act 1985 (but note that devolved powers do not extend to taking such proceedings);
 - (f) Proceedings under the Protection from Harassment Act 1997 or in assault and trespass where the proceedings are family proceedings and only an injunction and either no or only nominal damages are sought or where an application is made to vary or discharge an order made under section 5, and the proceedings are family proceedings;

- (g) Proceedings for an order under S106 of the Social Security Administration Act 1992, or under S43 of the National Assistance Act 1948;
- (h) Applications to enforce orders made in family/matrimonial proceedings under the Civil Jurisdiction and Judgments Acts 1982 and 1991;
- (i) Proceedings under S14 of the Trusts of Land and Appointment of Trustees Act 1996 where the proceedings are family proceedings;
- (j) Proceedings for or in relation to an affiliation order within the meaning of the Affiliation Proceedings Act 1957;
- (k) Proceedings under the Guardianship of Minors Acts 1971 and 1973;
- (l) Proceedings under the Maintenance Orders Acts 1950 and 1958;
- (m) Proceedings under Part I of the Maintenance Orders (Reciprocal Enforcement) Act 1972 relating to a maintenance order made outside the United Kingdom;
- (n) Proceedings under S30 of the Human Fertilisation and Embryology Act 1990;
- (o) Proceedings under S24 of the Social Security Act 1986;
- (p) Proceedings under S47 of the National Assistance Act 1948*;
- (q) Proceedings under the Crime and Disorder Act 1998 for:
 - (i) A Child Safety Order or for a Parenting Order made in proceedings for a Child Safety Order; or
 - (ii) An Anti-Social Behaviour Order or Sex Offender Order made in relation to a child, and any associated Parenting Order
 - (iii) A Parenting Order made on the conviction of a child but only where the parent cannot reasonably be represented by the child's solicitor
- (r) Applications to the court to change the name of a child.

Section Four – Wales Tender Form – see standalone document
Section Five – Family Mediation – ‘Expression of Interest’ Form – see standalone document
