

Home Office Interview. This can be described as ‘front loading legal advice and assistance’.

- B Our administrator will operate a rota and contact (by email, fax or in writing) Advisers on a rota or panel basis agreed with us and will maintain information to enable us to ensure the effective operation of the Scheme.

Schedule Terms

General

- 1 You wish to take part in the Scheme and we have agreed that you may do so. We both agree to the terms of this NAM Early Legal Advice Solihull Pilot Schedule. The Specification forms part of this Schedule. The tender documents submitted by you during the tender process for work under the Scheme form part of the Schedule – including the Information for Applicants and your Application Form (and any supporting documents).
- 2 Communication between us shall (unless, in any circumstances, this is impracticable) be between our respective Liaison Officers, and we shall both notify each other of the names and contact details of our Liaison Officers (and of any changes to them).

Services

- 3 You must have an Adviser available to provide advice in accordance with the Specification. However, to perform any further work for the Client, you must complete the appropriate Controlled Work forms and carry out a means and merits assessment etc in the normal way in accordance with the General Civil Contract (and any such work for the Client will count as a Matter Start under your General Civil Contract).

Schedule Period

- 4 This Schedule starts on the Schedule Start Date and (unless lawfully ended sooner) ends on the earliest of either:
- (a) the expiry of four weeks’ notice given by either party to the other;
 - (b) on the ending of the right to perform Controlled Work in the Immigration Category of Work under your General Civil Contract for the Office;
 - (c) on the ending of your General Civil Contract for the Office;
 - (d) on the ending of your Specialist Quality Mark in Immigration;
 - (e) on your receiving a confirmed Category 3 rating following your last contract compliance/ cost audit (i.e. if your Category 3 rating is confirmed on appeal) (see Clause 5 below); or
 - (f) on the Schedule End Date.
- 5 We may also suspend all work under the Schedule where you receive a Category 3 rating following a cost assessment/ contract compliance audit under the General Civil Contract, unless you appeal that Category 3 rating. If the Costs Committee confirms your Category 3 rating, we may terminate the Schedule on seven days’ written notice to you.

The General Civil Contract and the Funding Code

- 6 For the avoidance of doubt, each of the provisions of your General Civil Contract applies except in so far as it conflicts with an express provision of this Schedule. For the avoidance of doubt, you must comply with the Specialist Quality Mark (our quality standard) except in so far as the Specification expressly provides otherwise, and the Funding Code applies to all Contract Work. If there is a conflict between this Schedule (including the Specification) and the General Civil Contract (including the Specification to the General Civil Contract), this Schedule or Specification will take priority.
- 7 Unless we direct otherwise, matters started as Contract Work under this Schedule count as Matter Starts under your General Civil Contract and must be reported as such on our forms (Controlled Matter Start Form and Consolidated Matter Report Form).
- 8 For the avoidance of doubt, we are entitled to assess your Claims for payment for Contract Work as Claims under your General Civil Contract (but at the payment rates specified for work under this Schedule).

Performance of Contract Work

- 9 You must perform all Contract Work in accordance with the Schedule.
- 10 If any work is not performed in accordance with the Schedule, any Claim for payment for it is likely to be reduced or disallowed on Assessment.

Forms and information

- 11 You shall send to our Liaison Officer, when reasonably required, such information and properly completed forms relating to this Schedule as s/he may reasonably require.

Payment

- 12 We will pay you for the performance of Contract Work. Payment will be at our published rates for Contract Work; the rates current at the Schedule Start Date are specified in the “**Payment Rates Annex**” to the Specification. If they change, we will issue a replacement Payment Rates Annex, specifying the new rates and the date from which they apply.
- 13 We will pay you on a monthly basis as if the payment for Contract Work were Controlled Work under your existing General Civil Contract.
- 14 If we make any overpayment to you under this Schedule, we may send you a debit note specifying the amount of the overpayment, in which case the amount of the overpayment becomes repayable to us.
- 15 Your entitlement to payment for Contract Work is only as provided by this Schedule.
- 16 We may amend this Schedule, so far as is reasonably necessary for the purposes of the Scheme, by issuing a Schedule Amendment Notice. 14 days’ notice will be given for urgent amendments and 28 days’ notice for non-urgent amendments.

Interpretation

- 17 The following words and phrases have the following meanings:

- “Adviser” means an adviser employed by you to carry out Contract Work under this Schedule and who is accredited to at least Level 1 of the Immigration and Asylum Accreditation Scheme to undertake advice for clients and Level 2 (Senior Caseworker) of the Immigration and Asylum Accreditation Scheme in order to attend the Interactive Home Office Interview.
- “Clause” means a clause of this Schedule;
- “Contract Work” means the provision of legal services by Advisers to immigration applicants in accordance with this Schedule;
- “Interactive Home Office Interview” means the asylum interview that takes place at the interview venue as a prelude to the decision being made on the clients asylum application;
- “Interview Venue” means the place where the Home Office NAM team interview the client about the asylum claim.
- “Liaison Officer” means the member of the Commission’s or the Provider’s (as appropriate) personnel responsible for liaising over issues relating to this Schedule;
- “Office” means the Provider’s Schedule Office, the address of which is set out at the start of this Schedule;
- “Schedule” means this New Asylum Model Early Legal Advice Pilot in Solihull Schedule (which includes the New Asylum Model Early Legal Advice Pilot in Solihull Specification) and any annexes to it;
- “Scheme” means the “New Asylum Model Early Legal Advice Pilot in Solihull” legal services scheme established by the Commission;
- “Specification” means the document prepared by the Commission entitled New Asylum Model Early Legal Advice Pilot in Solihull Specification” specifying and giving Guidance on Contract Work;
- “**You**” means the Provider named at the beginning of this Contract (and “your”) has the associated meaning);
- “**We**” and “us” means the Legal Services Commission (and “our” has the associated meaning).

Signed for the Commission by:

Signed for the Provider by:

Name:

Name:

Signature:

Signature:

Status:

Status:

Date:

Date:

This Schedule must be signed for the Provider by a person who can bind you to it. If the organisation is a partnership, a partner must sign. If it is a sole practitioner solicitor, the sole practitioner (principal) must sign. If it is a company, a director must sign. If it is an LLP, two LLP members must sign. This Schedule is valid only if it is signed by one of the Commission's Regional Directors or another person with the specific written authority of the Commission's Chief Executive.