

- B Our administrator will operate a Rota to allocate to you and other Pilot Scheme contractors Clients who need advice. We will contact (by email, fax or in writing) your Advisers when they are allocated a Client under the Rota. You will maintain information to enable us to ensure the effective operation of the Scheme.

Pilot 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 Advice Solihull Pilot Schedule. The Pilot Specification forms part of this Pilot Schedule. The tender documents submitted by you during the tender process for work under the Scheme form part of the Pilot 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).

The Rota

3. This Pilot Schedule entitles you to a number of slots on the Rota which we use for allocation of Client to Advisers under the Pilot Scheme. Clients will be allocated to Advisers in the order set out in the Rota. We make no guarantee of how often your slots will be allocated a Client.

Services

- 3 You must have an Adviser available to provide advice in accordance with the Pilot Specification when you are allocated a Client from the Rota. If you are unable to provide an Adviser this is a breach of this Pilot Schedule and may lead to a ~~Sanction~~ Sanction under your Contract being applied, including termination of this Pilot Schedule.
4. If you are unable to ~~allocate~~ allocate an Adviser then the Client in question will be allocated to the next contractor on the Rota and you will lose your right to have a Client allocated to you in respect of this Rota slot, but (subject to any Contract Sanction being applied to you) will be allocated a Client when your next Rota slot comes up.
5. To perform any work for the Client, you must complete the appropriate Controlled Work forms and carry out a means and merits assessment in accordance with the Unified Contract (and any such work for the Client will count as a Matter Start under the Unified Contract). You may only perform and be paid for Contract Work under this Pilot Schedule where you have been allocated a named Client through the Rota.

Pilot Schedule Period

- 4 This Pilot Schedule starts on the Pilot 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 Unified Contract for the Office;

- (c) on the ending of your Unified 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 Pilot Schedule End Date.
- 5 We may also suspend all work under the Pilot Schedule where you receive a Category 3 rating following a cost assessment/ contract compliance audit under the Unified Contract, unless you appeal that Category 3 rating. If you do not appeal, or if you do appeal and the Costs Committee confirms your Category 3 rating, we may terminate the Pilot Schedule on seven days' written notice to you.

The Unified Contract and the Funding Code

- 6 For the avoidance of doubt, each of the provisions of your Unified Contract (as amended, including the new Immigration Specification from 1 October 2007) applies to work under this Pilot Schedule. . For the avoidance of doubt, you must comply with the Specialist Quality Mark (our quality standard) except in so far as the Pilot Specification expressly provides otherwise, and the Funding Code applies to all Contract Work. If there is a conflict between this Pilot Schedule (including the Pilot Specification) and the Unified Contract (including the Pilot Specification to the Unified Contract), this Pilot Schedule or Pilot Specification will take priority.
- 7 Unless we direct otherwise, matters started as Contract Work under this Pilot Schedule count as Matter Starts under your Unified 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 Unified Contract (but at the payment rates specified for work under this Pilot Schedule).

Performance of Contract Work

- 9 You must perform all Contract Work in accordance with the Pilot Schedule.
- 10 If any work is not performed in accordance with the Pilot 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 Pilot 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 Pilot Schedule Start Date are specified in the "**Payment Rates Annex**" to the Pilot 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 the Unified Contract.
- 14 If we make any overpayment to you under this Pilot 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 Pilot Schedule.
- 16 We may amend this Pilot Schedule, so far as is reasonably necessary for the purposes of the Scheme, by issuing a Pilot 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 Pilot 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 Pilot Schedule;
 - “Contract Work” means the provision of legal services by Advisers to immigration applicants in accordance with this Pilot 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 his 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 Pilot Schedule;
 - “Office” means the Provider’s Pilot Schedule Office, the address of which is set out at the start of this Pilot Schedule;
 - “Pilot Schedule” means this New Asylum Model Early Advice Pilot in Solihull Pilot Schedule (which includes the New Asylum Model Early Advice Pilot in Solihull Pilot Specification) and any annexes to it;
 - “Rota” means the rota referred to at Clause 3 above
 - “Scheme” means the “New Asylum Model Early Advice Pilot in Solihull” legal services scheme established by the Commission;
 - “Pilot Specification” means the document prepared by the Commission entitled New Asylum Model Early Advice Pilot in Solihull Pilot 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 Pilot 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 Pilot 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.