

# Very High Cost Cases

## Contract Specification

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### Introduction

This Specification is concerned with how you perform Contract Work and, to some extent, what work you may perform.

This Specification covers only the legal services under your Individual Case Contract.

The Specification is divided into Rules and Guidance on those rules. The Rules appear in the text in bold beneath a title and next to a Rule number, and the Guidance appears in normal type (marked 'notes') and directly beneath the Rule to which it applies.

The Rules set out in this Specification apply generally to contractors, both solicitors and barristers. However, we may sometimes need to expressly override any Rule to deal with individual specific circumstances. If we do so, we will consider whether the relevant Rule should be generally amended.

This Specification is a "living document" and after consultation with the Law Society, Bar Council of England and Wales, Criminal Law Solicitors' Association, Criminal Bar Association and the London Criminal Courts Solicitors' Association we may amend it when we consider appropriate to ensure that it continues to achieve the objectives of the contracting scheme. We will give you reasonable notice of any amendments to this Specification and the date they take effect.

### Definitions

"Approved Stage Plan" means a schedule of work to be undertaken by the Defence Team containing the information required in this Specification and that is approved by us;

"Assessment" means an outcome of an audit, being the amount payable for work done;

"Case Manager" means a member of your firm who will manage the case and act as a representative of your firm in complying with the Individual Case Contract;

"CCU" means the Legal Services Commission's Complex Crime Unit;

"Commission" means the Legal Services Commission;

"Contract Manager" means an employee of the Commission and member of the CCU who will work with you under the Individual Case Contract;

"Contract Work" is the work you may perform under this Contract;

"Defence Team" means the Case Manager, instructed counsel and all other fee-earners working on the case;

"Fraud Case" means a case in which the offence with which the defendant is charged is primarily, or substantially, founded on allegations of fraud or other serious financial impropriety or involves complex financial transactions or records;

"Guidance" means guidance under this Specification, referred to as 'notes';

"Representation Order" means a document issued by a court or the Commission granting a right to representation to an individual under Schedule 3 of the Access to Justice Act 1999;

"Rule" means a rule in this Specification;

"Specification" means this contract specification;

"Terrorism Case" means a case in which the main offence with which the defendant is charged, whether at common law or under any statutory enactment, is primarily, or substantially, founded on allegations of terrorism as defined in the Terrorism Act 2000;

“Very High Cost Case” means a case with regard to which if the case proceeds to trial, that trial would be likely to last for 41 days or longer;

“Very High Cost Fraud Case” means a case . that is a Fraud Case and a Very High Cost Case;

“we” and “us” mean the Legal Services Commission (and “our” has the associated meaning);

“you” means the contractor which has entered into an Individual Case Contract with us (and “your” has the associated meaning);

references to “barrister” or “counsel” include a solicitor with higher court advocacy rights;

References to “audit” mean an assessment by us of your case file and papers to determine whether the work was properly chargeable and actually and reasonably done and meets all applicable contractual and other requirements, an outcome of which is the amount payable by us for the work, an “Assessment”.

## General Rules

### Application of Specification

1. The terms referred to in this Specification apply to both counsel and solicitors who have entered into a Very High Cost Case contract with the Commission. By signing the Individual Case Contract or the barrister acceptance form, parties confirm acceptance of these terms and conditions, the application arrangements and regulations and agree to be bound by them. In this Specification, references to the Individual Case Contract (which is signed by solicitors' firms) should be construed by barristers as references to the barrister acceptance form.

### Previous work conducted for the same client on the same matter

2. **Where you have previously advised the client on the same matter, you must make all records relating to that matter available to the Contract Manager.**

#### Notes

This applies to work for which payment has already been received, and that for which you have yet to submit a claim for payment.

Previous work will assist the Contract Manager in understanding the case and the work required.

### Claiming payment for work done before the Individual Case Contract was signed

3. **You may only claim payment for work done prior to the Individual Case Contract under the Individual Case Contract at the rates specified in Annex A of this Specification.**

#### Notes

Before signing the Individual Case Contract, it is likely you will have conducted work already for your client on this matter. This rule does not apply to work which has already been claimed and assessed.

All payments for work that was conducted prior to the date on which the contract was signed and which has not yet been claimed and assessed and which relates to the matter under contract, shall be claimed in accordance with the Individual Case Contract. You may not claim payment for Contract Work under any other payment scheme.

After the Individual Case Contract has been signed, the Contract Manager will audit pre-Contract Work that has not already been assessed. If the Contract Manager has concerns over the volume or reasonableness of this pre-Contract Work, the audit may be postponed until the conclusion of the case.

If we consider that counsel has delayed without good reason in signing and returning the barrister acceptance form, we may delay payment of some or all of counsel's pre-Contract Work until the conclusion of the case. Refusal by counsel to sign a barrister acceptance form until a case has been allocated to a category can never of itself amount to a delay 'without good reason'.

## **Claiming payment for work done under the Individual Case Contract**

### **4. You may only claim payment for Contract Work under the Individual Case Contract.**

#### Notes

All payments for Contract Work must be claimed in accordance with the Individual Case Contract. You may not claim payment for Contract Work under any other payment scheme.

## **Administrative work**

### **5. Subject to any exceptions allowed in the Guidance, payment will not be made under the Individual Case Contract for the time you spend on purely administrative matters.**

#### Notes

You will be paid for time spent drafting the case plan and each Approved Stage Plan. You will be paid at the standard hourly rate for preparation. This is the only administrative work we will pay for under the Individual Case Contract.

You will not be paid for time spent opening and setting up files, meeting the administrative requirements of the Individual Case Contract, the maintenance of time or costing records or completing the claim for costs.

## **Legal research**

### **6. Unless the case involves a novel, developing or unusually complex point of law, justifying either legal research by you or the obtaining of an opinion from counsel and unless approved in an Approved Stage Plan, time spent on legal research will not be paid for as Contract Work.**

#### Notes

We are entitled to assume that the work has been undertaken by a competent and experienced adviser and that work which is not appropriate for you to do will be referred by you. This rule does not prevent you from undertaking brief checks of the current law in the normal course of Contract Work.

## **Contractor error or omission**

### **7. Where work has been undertaken as a result of your error or omission, you are not entitled to claim payment for it under the Individual Case Contract and any payments made for it are repayable to us.**

## **Accepting instructions to act privately**

### **8. Where you have been carrying out Contract Work on behalf of a client, you may not accept instructions to act privately in the same matter for a client unless the client has been first advised by you in writing of the consequences of ceasing to be in receipt of services and as to the further services which may be available under the Criminal Defence Service, whether from you or another supplier, and has nevertheless elected to instruct you privately. In such circumstances you shall apply for withdrawal of the Representation Order with the client's consent at the earliest opportunity under Regulation 17 of the Criminal Defence Service (General) (No 2) Regulations 2001.**

#### Notes

You cannot be retained to act for the client in the same matter under the Individual Case Contract and on a privately paying basis at the same time. Where a client

elects to instruct you privately in relation to a matter in which you have been providing Contract Work, a copy of the letter dealing with the matters required by this Rule must be kept on the file.

### **Your provision of information to us**

- 9. Where you have carried out Contract Work on behalf of a client, you will promptly furnish such information or documents in relation to that Contract Work as the Commission may require for the purpose of exercising its functions under any legislation, or under the Individual Case Contract.**

#### Notes

Information will normally be requested under this Rule for the purposes of assessment or audit.

## Contract Work - Running the case

### Relationship within Defence Team

The Case Manager and instructed counsel are expected to maintain a joint approach to case planning and stage planning throughout the duration of the Individual Case Contract. Where separate stage plans are submitted, it is a requirement that all members of the Defence Team reach agreement on the content of each plan prior to submission to the Contract Manager for approval.

### Case planning - introduction

Planning is essential to the effective running of a case. Effective case plans and stage plans will:

- identify all the work that will be required;
- identify the resources required;
- identify the expenditure to be incurred;
- identify the relationships between the various activities and areas of work;
- agree the responsibilities and objectives of individuals in the team; and
- enable the team to see how and when the case will progress.

The Case Manager will be required to submit a case plan and stage plan prior to an Individual Case Contract being signed. Where counsel has been instructed prior to signature of the Individual Case Contract, he or she shall contribute to these plans from the outset of the case. The Defence Team will be required to submit further stage plans throughout the duration of the case.

The case plan should assist the Contract Manager to understand both the prosecution case against the client and the likely steps to be taken as part of preparing the defence case.

A stage plan should be more specific – outlining the current state of defence preparation and updating the Contract Manager on any significant alterations either to the prosecution case or to the direction that the defence preparation requires. The Approved Stage Plan will also include a schedule which accurately sets out the tasks to be undertaken over the next stage period.

Approved Stage Plans should be regularly reviewed and if necessary amended (with the approval of the Contract Manager) to reflect the current forecast of the stage.

### The case plan

**Note:** If counsel has been instructed prior to the submission of the case plan, the plan must have agreement from the Defence Team as a whole.

**10. The case plan must include:**

- a) a description of the case;
- b) the nature of the defence;
- c) identification of case features which are likely to impact upon the preparation of the case or on costs generally, beyond those which are found in an average case of this type e.g. if abuse submissions are likely to occur or significant disbursements for travelling etc are expected;

- d) a likely timetable for the case and a planned schedule for the work to be undertaken;**
- e) the name of the Case Manager (this must be a Specialist Fraud Panel supervisor in Very High Cost Fraud Cases or, generally, a level A fee-earner in other cases. In exceptional circumstances, the Contract Manager may agree with you that a 'level B' fee-earner may fulfil the role of Case Manager;**
- f) the names of personnel to be used in the Defence Team and their fee-earning level;**
- g) the roles to be undertaken by the personnel on the Defence Team and an estimate of the proportion of their time to be devoted to the case; and**
- h) the use to be made of experts in the case, the roles they will undertake, the approach that has been taken (or will be taken) to obtain value for money for their services and the rates of remuneration sought for them.**

## The stage plan

11. The stage plan is split into two parts. In Part A the following information must be included:

- a) the time period which the stage plan covers;
- b) the steps in the proceedings which the stage plan covers;
- c) an overview of the work to be undertaken in the stage and the stage the defence preparation will have reached by the end of the stage;
- d) categorisation (or re-categorisation) of the case according to the categories (1 to 4) detailed in Annex B of the Very High Cost Criminal Cases Arrangements 2004;

In Part B the following information must be included:

- e) for each individual undertaking work within the stage:
  - the individual's name and, where appropriate, level;
  - a description of the work to be undertaken by that individual, broken down into activities;
  - the planned number of hours work to be undertaken by the individual on each activity;
  - why the planned hours requested are necessary detailing, where appropriate, the number of pages of material involved, the number of witnesses, the number of conferences with the client/Defence Team etc;
  - the rate of remuneration claimed by the individual for the various activities s/he will undertake;
  - the key date by which s/he will have completed separable areas of his/her work.
- f) all disbursements; and
- g) the total cost for the stage.

### **Solicitors and counsel must use the prescribed format when completing Part B.**

In exceptional circumstances, the Contract Manager may apply the standard rates set out in Annex A to an item of work requested in an Approved Stage Plan. This will occur only if it is established that the task requires some knowledge of the case and progresses it but it is determined that the substance of the work is such that it does not merit the applicable category rate e.g. collation of photocopied papers.

## Amending the stage plan

12. Your amended stage plan must take the form of a new stage plan and meet the requirements of Rule 11. Your amended stage plan must be approved by the CCU in the usual manner.

Notes

Amendment to the stage plan may be agreed if something unexpected occurs during the preparation of the case.

It is important that, where change is necessary and approved by the Contract Manager, all involved in the case are aware of what work is now required, by whom and by when, and that they know where the latest version of what is to be done is recorded.

## **Approval of case plans and stage plans**

13.

**Prior to the signature of the Individual Case Contract, the case plan and first stage plan(s) must be submitted to the CCU. Subsequent stage plans from both the solicitor and counsel must also be submitted to the CCU in advance of any meetings with the CCU. The Defence Team will also be required to provide a summary of the work undertaken in the previous stage. The summary shall be provided at the same time as the new stage plan.**

Notes

The case plan, stage plan(s) and completed work summary must be submitted to the CCU **at least 2** working days in advance of the Individual Case Contract signature meeting and all subsequent stage meetings. Where all the above information from both solicitors and counsel is not provided at this time, no work will be agreed for any member of the Defence Team. The Defence Team may submit one joint stage plan, or separate plans reflecting both solicitor's work and that of counsel. Where the latter occurs it must be clear that all plans have been discussed and agreed by the Defence Team and must be signed by the Case Manager and counsel instructed.

The plans and summary will be subject to review by the CCU, and will then be discussed with the Defence Team. The objective will be to agree the contents of the stage plan, but, failing agreement, the CCU will make a decision (subject to appeal).

At the conclusion of each stage meeting all hours agreed for individual tasks will be confirmed on a schedule that is signed by both parties.

Work undertaken in the previous stage will not be paid until after attendance notes have been audited. The attendance notes must be submitted to the CCU within 14 days of the stage end.

## Changes to the work required

**14. You must notify us of any important changes to the work required.** We will not pay for any work that is not specified in a schedule unless it is reasonable and necessary for the work to be done and it:

- a) arises from the service of further papers in a category of documentation already agreed;
- b) falls within an activity agreed in a stage plan and is within a tolerance of 10% of the total hours agreed for the stage;
- c) is not possible to contact the Contract Manager in advance, provided that genuine efforts are made; or
- d) is work by a barrister during the trial stage and either (i) included within the barrister's daily rates for advocacy, or (ii) properly and reasonably undertaken after the court day.

### Notes

The case plan and Approved Stage Plan will be based upon various assumptions. Where these assumptions prove inaccurate, the work required may be different from that agreed. For example, your client may be charged with additional offences, or the prosecution authorities may serve more documentation than expected. In these circumstances, you must contact your Contract Manager as soon as practicable. Such changes to the case will be included in Parts A and B of the new stage plan.

The CCU will allow work not authorised as part of a Stage Plan to be remunerated in certain specified categories. The first is necessary additional work arising from the service of further papers in the same category of documentation that has already been agreed; for example, notices of additional evidence, additional served exhibits, interview transcripts, served unused material, audio tapes and videos. Authority will be implied for the consideration of all such material served within the life of the stage at the relevant agreed rate. That authority will be at the same hourly rate as agreed for the original material.

The second specified category is additional work, falling within the tasks agreed, within a tolerance of 10% of the total hours agreed for the stage. All such work will be assessed for reasonableness, and if considered reasonable and necessary for the conduct of the case, it will be approved and paid at the conclusion of the stage. Solicitors and counsel agree that this tolerance will only be used for work agreed to be necessary and will be apportioned by agreement between both.

The third specified category is where prior approval from the CCU is required and has been sought, but no one is available to deal with the amendment or the office is closed. Provided that genuine efforts have been made to contact the CCU, any unapproved work will be considered by the Contract Manager and allowed if necessary and reasonable.

The fourth specified category applies only to work by a barrister during the trial stage. Barristers must carry out all reasonable and necessary work to properly represent the lay client. They will be paid daily rates during the trial, including 2 hours' preparation during a full court day and 1 hour during a half-day. It is acknowledged that such time will regularly be expended during the trial in consulting with the lay client, instructing solicitors, prosecution counsel, co-defending counsel and others. Trial logs setting out precisely how that preparation time is expended are not required. All such preparation will be deemed to have taken place between 9.00 am and 5.00 pm (the court day).

Any preparation for the trial stage that can be identified before the start of the trial can be negotiated and agreed in advance. Preparation that is necessary during the course of the trial should be undertaken either during the court day or after the court day. Work that might be undertaken during the court day includes the reading of served material requiring immediate attention, conferences with the client, meetings with

instructing solicitors and meetings with the prosecution. Work that might be undertaken after the court day would include preparation which requires drafting or research, or is likely to require a long period of uninterrupted preparation or the use of a computer.

Counsel should prepare work logs for all preparation undertaken during the trial except for preparation undertaken during the course of the court day. The CCU agrees that all work properly and reasonably undertaken by the barrister and accounted for in the log will be paid at the appropriate rate subject to its being satisfied that such work could not have been undertaken within the ordinary preparation time within the relevant court day.

As with pre-trial work the implied authority to read any additional evidence served should be based on the same minute per page formula as originally agreed.

The specific agreement of the Contract Manager to any significant item of additional work may be sought at any time throughout the trial stage. It would be wise to do so, to avoid any dispute on assessment, if a significant piece of preparation needs to be undertaken or a large expenditure needs to be incurred. Trial barristers should contact the Contract Manager every 2 weeks during the trial to discuss changes to the case arising from the trial and to highlight additional work being undertaken.

## Changes in personnel

### 15. You must notify us of any significant changes in personnel.

#### Notes

You must inform your Contract Manager as soon as practicable where:

- the Case Manager or a fee-earner named in the Approved Stage Plan leaves;
- a fee-earner named in the Approved Stage Plan is unable to conduct that work due to unforeseen absence; or
- there are any other significant changes in the personnel within the Defence Team.

The Approved Stage Plan will include the fee-earner who is to conduct specific work.

You must inform the CCU when you become aware one of the above events is likely to occur.

Where a temporary replacement counsel is required to attend court, the Contract Manager must be informed in advance or as soon as is practicable. The temporary replacement counsel must sign a barrister acceptance form to confirm acceptance of the terms and conditions of the Individual Case Contract. In circumstances where a temporary replacement counsel is required, no preparation time above that which would have been granted to the instructed counsel shall be allowed.

## The categorisation of the case

### 16. You must regularly review the categorisation of the case. Where you consider the case falls within a category other than that in the Approved Stage Plan, you must notify us. If we consider that the case category should be reviewed, we will notify you and may recategorise the case provided we have given reasonable notice of our intention to do so.

#### Notes

You must review the categorisation of the case at regular periods throughout the case and where any of the factors affecting the categorisation of the case change. Annex B of the Very High Cost Criminal Cases Arrangements 2004 includes criteria for the categorisation of a case. Annex A of this Specification sets out the appropriate hourly rate. Different categories of case pay different rates. It is important that you and counsel are remunerated at a level appropriate to the level of the case.

Where the categorisation is reviewed and approval granted by us to implement a change in category, the rates of remuneration will alter in line with the category change. These rates will apply from the date the request to review the category was first made in writing to the CCU or the date on which you were notified by the CCU of a decision to recategorise, whichever is earlier. Costs will be revised within the Approved Stage Plan to reflect the change in category from this date.

## **During the stage**

### **17. You must co-operate with regular reviews of the case.**

#### Notes

Throughout the case, the CCU will maintain regular contact with the Defence Team, primarily between our Contract Manager and your Case Manager. Regular reviews of progress will be conducted. Normally, the timing of these will be agreed at the commencement of each stage and will be linked to payments.

## **The stage end**

### **18. At the end of each stage you must provide the following to the Contract Manager:**

#### **Two Working days prior to a stage meeting:**

- a) a copy of the current Approved Stage Plan (including all amendments agreed within the stage); and**
- b) a record of the actual hours spent on each task within the current Approved Stage Plan;**

#### **Within 14 days of the end of stage date:**

- c) access to attendance notes and other supporting documentation – unless otherwise agreed these must be sent to the Contract Manager; and**
- d) details of any work agreed to be undertaken during the stage but not undertaken.**

**A stage plan must also be submitted for the next stage period in accordance with the Guidance.**

## Appeals

19. Your firm or counsel may appeal in accordance with Part 4 of the Very High Cost Criminal Cases Arrangements 2004 to the appeals committee on the following issues only:
- a) individual tasks disputed on the submitted stage plan;
  - b) the category assigned to the case under Annex B of the Very High Cost Criminal Cases Arrangements 2004;
  - c) hours in dispute within the submitted stage plan;
  - d) the level of fee-earner/ counsel allowed for any item of work;
  - e) disbursements;
  - f) where the CCU decides to reduce payment under the individual Case Contract as a result of the Representation Order being amended to show another firm of solicitors as the nominated firm, either as a result of the client's request or because you wish to cease acting. Where counsel is required to return the brief in either of these circumstances, the Commission may take similar action and the appeal function will be available to the party concerned in the same manner;

Note:

There is no right of appeal in circumstances where work was agreed on the basis of false or misleading information and payment has therefore been refused. There is also no right of appeal if a stage plan is not approved due to the omission of the required details and information.

- g) where the CCU decides to delay payment to a barrister in accordance with Rule 3;
- h) where the CCU decides not to amend a stage plan because it considered that the amendment is to cover extra work that was foreseeable;
- i) where the CCU decides to delay or withhold payment to a legal representative in accordance with its powers under the applicable regulations; or
- j) an Assessment.

## **Roles in the Defence Team and their relationship with the Commission**

### **The conducting solicitors' firm - Case Manager**

- 20. You must nominate one of your fee-earners to be the Case Manager.**

**In Very High Cost Fraud Cases this must be an individual meeting the Specialist Fraud Panel supervisor standard. In all other cases the individual must be a 'level A' solicitor unless otherwise agreed with us.**

#### Notes

The Case Manager will have overall responsibility for the case on your behalf and be responsible for the overall direction and management of the case, the supervision of the Defence Team, the quality of the work undertaken, the effective and efficient use of counsel and experts, and performance under the Individual Case Contract.

As soon as counsel is instructed in the case, the case plan shall be reviewed by the Defence Team and agreement reached on the initial direction of defence preparation. Stage plan(s) will reflect agreement within the Defence Team throughout the case on the overall direction of the case and how preparation work is divided between all fee-earners involved.

In addition to overall responsibility for the case, we would normally expect the Case Manager to undertake a substantive role in the conduct of the case,. However, the allocation of work within the Defence Team - including the balance of work between the Case Manager and other fee-earners in the conducting firm - will vary from case to case and be set out and agreed in the case plan and in the Approved Stage Plans.

### **Counsel**

- 21. Responsibility for identifying and instructing counsel, and for managing their contribution to the work of the Defence Team lies with the Case Manager.**

#### Notes

The courts will remain responsible for decisions on the number and level of counsel that can be appointed in the case. You must operate within these decisions.

All firms are required to comply with the Specialist Quality Mark and so will maintain their own lists of approved counsel who will be instructed under the "approved supplier" requirements. Alongside the general requirement to instruct counsel with the necessary experience and expertise, conducting solicitors must also take account of the need, as far as is reasonably possible, to ensure that counsel selected will be available throughout the case.

Counsel instructed in the case must consult with the Case Manager upon all aspects of the case plan and stage plan(s) that have been submitted to us prior to their instruction. Further consultation must then take place on work identified by the Defence Team in all further submitted stage plans throughout the case.

Counsel to be instructed in the case will be identified in the case plan submitted to us, and the hourly rates to be paid will be agreed as part of the Approved Stage Plan. The final decision on the hourly rates to be paid to counsel will be a matter for us within the pricing structure applying to these cases.

Should additional counsel be authorised by the court during the lifetime of the case, the Case Manager must ensure that the new counsel is familiar with the terms of the Individual Case Contract (including this Specification) as well as the category of the case and Defence Team case plan. The stage plan will be amended in accordance with the Guidance to reflect the involvement of additional counsel. Upon signing the barrister acceptance form, counsel will be bound by the terms and conditions of the Individual Case Contract.

We will pay counsel direct in accordance with the terms of the Individual Case Contract and performance against the case and Approved Stage Plans (except where a pupil or junior is instructed in accordance with Rule 15).

It is likely the Case Manager will conduct regular reviews of work conducted by counsel, to ensure they are providing the required quality of advice and level of service. Where issues arise you are expected to address these with counsel, and between you, identify why these issues have arisen and, where appropriate, agree what must be done to prevent these issues arising in the future.

## Experts

### **22. You must ensure that experts are instructed and managed in an efficient and effective manner.**

#### Notes

The approach to achieving this will vary from case to case but your approach will need to form a key part of the case and stage plans. Where appropriate we would expect to see you using competitive tendering to achieve best value for money. In circumstances where you regularly use a particular expert from a maintained list of approved experts in that field, we are unlikely to require competitive tendering to be undertaken. However, the selected expert must be able to demonstrate his or her ability to deliver 'best value' e.g. by reference to recent cases.

You should note that best value does not necessarily equate to the cheapest. Best value covers price and quality.

Where competitive tendering is required, at least 3 quotes must be provided by the Case Manager to the Contract Manager.

You will be responsible for managing the work of the experts as part of the Defence Team and for paying them - we will not pay experts direct.

## Annex A

### Hourly rates

The rates below are reproduced from Schedule 5 of the Criminal Defence Service (Funding) Order 2001 and are subject to any changes made to that Schedule.

#### Hourly rates for preparation

Solicitor	Category 1 (Fraud Cases and Terrorism Cases only) £	Category 2 £	Category 3 £	Category 4 (non-fraud only) £	Standard Rates £
Level A sol	180 <b>160</b>	140 <b>125</b>	110 <b>100</b>	110 <b>100</b>	55.75
Level B sol	140	110	90	90	47.25
Level C sol	100	80	70	70	34.00
Pupil/junior <sup>11</sup>	50	40	35	35	
<b>Counsel</b>					
QC	180 <b>160</b>	140 <b>125</b>	110 <b>100</b>	110 <b>100</b>	
Ldg jnr	140	110	90	90	
Led jnr	100	80	70	70	
Jnr alone	110	90	80	80	
2nd Led jnr	70	55	50		
<b>Solicitor Advocate</b>					
Leading level A	180 <b>160</b>	140 <b>125</b>	110 <b>100</b>	110 <b>100</b>	
Led level A	140	110	90	90	
Leading level B	140	110	90	90	
Led level B	115	95	75	75	
Level A alone	145	120	100	100	
Level B alone	125	105	85	85	
Second advocate	70	55	50	50	

**Note: The *bold & italicised* figures reflect the regulation change which amended certain rates in respect of contracts where the representation order was granted on or after 3<sup>rd</sup> October 2005.**

<sup>11</sup> This is to cover situations where the Representation Order cannot be amended to provide for a second junior counsel but the Case Manager determines that to achieve value for money certain items of work should be done by a third counsel.

## Daily rates for advocacy<sup>2</sup>

Daily rate <sup>3</sup>	1 (Fraud Cases and Terrorism Cases only)	2	3	4 (non-fraud only)
QC	600 <b>525</b>	600 <b>525</b>	600 <b>525</b>	600 <b>525</b>
Ldg jnr	450	450	450	450
Led jnr	300	300	300	300
Jnr alone	330	330	330	330
Second led jnr	150	150	150	-
Noter	125	125	125	125

Preliminary hearings <sup>4</sup>	
QC	140 <b>125</b>
Ldg jnr	100
Led jnr	70
Jnr alone	80
Second led jnr	40
Noter	35

**Note: The *bold & italicised* figures reflect the regulation change which amended certain rates in respect of contracts where the representation order was granted on or after 3<sup>rd</sup> October 2005.**

### Hourly rates for solicitors

#### Attendance at court with counsel

Level A	£42.25
Level B	£34.00
Level C	£20.50

### Hourly rates for travelling and waiting

£25 per hour regardless of grade

### Mileage

Post – 1<sup>st</sup> April 2002    £0.45 / mile

<sup>2</sup> Solicitor advocates will be paid either the appropriate rate for a leading junior, a led junior, or a junior alone.

<sup>3</sup> The full daily rate will be paid where the advocate is in court for more than 3<sup>1</sup>/<sub>2</sub> hours. It is assumed that the advocate will conduct 5 hours in court and 2 hours preparation. For trial days which last less than 3<sup>1</sup>/<sub>2</sub> hours, <sup>1</sup>/<sub>2</sub> the appropriate daily rate will be allowed.

<sup>5</sup> This is a rate for the hearing, not an hourly rate. It will only apply where the hearing lasts two hours or less. If longer, the daily or half day rate will apply.

