

# community legal service

## Support

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# A Practitioner's Guide to Controlled Work

Part 2

This briefing applies to holders  
of Legal Aid contracts



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## **Making the best use of this briefing**

We are aware that some of our briefings are fairly lengthy documents. Please do not feel that you are obliged to read the whole briefing from cover to cover – the headings on our contents page will point you towards the major themes under discussion.

The term “Legal Aid” is used generically in this briefing to cover all/any civil and family legal advice/assistance paid via the CLS Fund. The term “contract work”, unless otherwise qualified, refers only to work carried out under the General Civil Contract, rather than other contract types such as mediation or methods of delivery contracts.

## **Further sources of support and guidance**

If you need further guidance on any of the issues covered in this briefing, please contact your network, the Legal Services Commission or the CLS Support consultancy line – see the pages at the back of this briefing for contact details.

## **Disclaimer**

This briefing is not a substitute for reading the relevant documentation in full nor does it constitute legal advice. Where the Legal Services Commission (LSC) has commented on our interpretation of rules and requirements this will be clearly identified within the text of the document itself. Where no LSC input is identified then it is our own interpretation. The Unified Contract is an evolving document. Organisations should get further up-to-date advice on specific topics covered in briefings either from their network, their LSC regional office or CLS Support.

CLS Support is an Advice Services Alliance project. ASA is the representative body for national advice networks in the UK.

ASA is independent of the Legal Services Commission.

**community legal service**

*Support*

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## 1 Introduction

- 1.1 This briefing is Part 2 of a two-part guide to the Specification section of the Unified Contract (Civil) as it applies to Controlled Work, ie Legal Help and Help at Court and Controlled Legal Representation. Part 1 is published as a separate briefing. We refer to both parts collectively as “the Guide”.
- 1.2 Both parts of the Guide focus on the General Provisions (parts 1 to 9 of the Specification) that apply to **all civil categories** of law. Please see the Contents pages for detailed information on what is included within this Part 2 of the Guide.
- 1.3 Developing Community Legal Advice (CLA) services, including centres and networks, may face amended and/or additional requirements.

### **The Guidance contained within Part 1 of the Guide**

- 1.4 Please see Part 1 of the Guide for guidance on the following topics:
  - opening New Matter Starts (NMS) for new clients;
  - multiple matters for the same client;
  - ending Controlled Work and closing the case;
  - clients who return after their previous matter was closed; and
  - category specifics: debt, employment, housing and welfare benefits.

### **A note on terminology used**

- 1.5 Throughout this Guide, and when referring to parts of the Specification, we have maintained the same method of indexing that the Specification itself uses to refer to its constituent rules, requirements and guidance, ie we have referred to them as “paragraph(s)”, followed by the appropriate paragraph and sub-paragraph number wherever appropriate.
- 1.6 Where documents other than the Specification are referred to, eg the Funding Code and the Specialist Quality Mark (SQM), they are identified clearly and will include their own appropriate text reference.
- 1.7 We use the terms “supplier” and “organisation” to mean any body that holds a contract with the Legal Services Commission (LSC), whether a private practice or Not-for-Profit (NfP) organisation.
- 1.8 “NMS” means New Matter Start(s).

## 2 The Unified Contract Specification

### **Relationship between the Specification and the Funding Code**

- 2.1 The Funding Code is the set of rules that the LSC uses to decide what individual cases it is able to fund through civil Legal Aid (Rule 1 of the Funding Code Criteria) and how it will fund them (Part A of the Funding Code Procedures). The Specification regularly refers to the Funding Code when highlighting contractual obligations with which suppliers must comply.

2.2 Paragraph 2.1 states:

*“You must apply the relevant Funding Code Criteria to all Contract Work you undertake. These criteria must be applied both when the application for the prospective client is made; and as and when further work is provided throughout the matter.”*

2.3 The Funding Code is contained in Volume 3 of the *LSC Manual*. Each supplier is required to have a subscription to the *LSC Manual* (which is currently through The Stationery Office (TSO)). Civil suppliers need only subscribe to Volumes 1 to 3. See CLS Support Email Bulletin no. 3 (December 2007) for further information.

### **3 Describing chargeable activities accurately**

3.1 All claims for work done on a matter can be broken down into various “activity headers”. It is important that caseworkers properly identify which one should be used to describe the particular casework activity they have performed as the costs rates that should be applied in respect of each header are not all the same.

#### **Which activity header to use**

##### **Preparation**

3.2 Preparation includes preparing and reading documents (eg submissions to appeal tribunals and medical reports from GPs). It includes all those activities where you are working on a case but not in direct contact with another person, writing a letter to someone or travelling or waiting to see someone.

3.3 Letters that take more than one unit (six minutes) to prepare should be charged at the preparation rate rather than the item rate. Please ensure therefore that you input any non-routine letter onto your computerised system in the correct way (as preparation, not at the item rate).

##### **Attendance on the client and others**

3.4 Attendance generally means time spent with the client and with others. It also includes telephone calls that are non-routine, ie where the call takes more than one unit (six minutes). These should be charged at the attendance rate (which is the same rate as preparation) rather than the lower item rate.

##### **Advocacy**

3.5 This is the time that you actually spend in any claimable court or tribunal hearing – it does not include the more generic meaning of the word, eg when you are *advocating* on behalf of a client over the telephone or in a meeting.

##### **Item rate**

3.6 These are letters and telephone calls that are charged at the item rate, a set fee per letter or call. They are described as “routine” and are any letter or telephone call which takes six minutes (one unit) or less to complete.

##### **Travel and waiting**

3.7 Waiting could include time spent waiting in court for a hearing to come up at which you are providing Help at Court. Travel would typically include time spent travelling to and from such a hearing or to and from a home visit.

## **Activity headers and reporting on the CMRF**

- 3.8 You are required to submit the total costs of each completed matter on the Consolidated Matter Report Form (CMRF) within three months of that matter closing.
- 3.9 For each matter that you report, the software you use will convert the time spent in respect of the different activity headers into “Advice Time” and, wherever applicable, “Travel Time” or “Waiting Time”. Cumulatively, these will then be reported (also within the CMRF) as the “Net Profit Costs” figure for that particular matter.
- 3.10 The “Advice Time” field on the CMRF also includes six minutes per routine letter and telephone call. The item cost for each of these items is then included within the “Net Profit Costs” field, also on the CMRF.

## **4 General rules**

### **Location of work**

- 4.1 When you see a client this should usually be at the office specified in your Office Schedule (paragraph 5.31) unless the Contract allows otherwise. Paragraph 5.31 specifies when you might see a client somewhere other than your office; these are where the work is:
- “(a) Provided via any Outreach Work service specifically authorised by a Schedule or other contract issued by [the LSC]; or*
  - (b) Approved by [the LSC] in writing in advance; or*
  - (c) Provided to a Client on an individual basis where the Client for good reason<sup>1</sup> cannot attend a Schedule Office and it is reasonable in the circumstances for you to accept instructions from that Client; or*
  - (d) Controlled Legal Representation or Help at Court at the appropriate court or tribunal; or*
  - (e) Appropriate travel, to attend on counsel, experts, witnesses or site inspections.”*

### **Outreach work**

- 4.2 Outreach work can be performed without further authority from the LSC providing it is included within your Office Schedule and is carried out according to any terms set out within that Schedule.
- 4.3 You may not unilaterally decide to provide Controlled Work by way of outreach services. Outreach work must be expressly agreed with your Regional Office. Any relevant Office Schedule you hold would need to be amended to include the terms, including terms for payment, on which it was allowed.

### **Clients with a financial interest in your costs**

- 4.4 Clients should be made aware in writing of any costs you are incurring in respect of their case where they have a financial interest in the claim or assessment, ie because the statutory charge applies or they are obliged to make a contribution to their costs.
- 4.5 This would only occur if you were assisting the client in a matter at the Legal Representation level of service (in which case it will also apply to any Controlled Work you had already provided to that client) and only then in certain subject

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<sup>1</sup> “Good reason” is defined within the Specification at paragraph 2.14 and is considered below at 7.4.

categories, eg family, clinical negligence and personal injury (*LSC Manual* Volume 1 D-006).

### **What to do if a client misrepresents information to you**

- 4.6 Paragraphs 1.3 and 1.4 are concerned entirely with situations where you believe the client has *intentionally* misrepresented (or failed to provide) information in order to receive publicly funded work. It does not apply to situations where a client simply forgot to do something or made an accidental mistake, with the effect that they received publicly funded help they should not have been entitled to.
- 4.7 The application form signed by the client (the Legal Help and Help at Court form at the Controlled Work level of service) incorporates an agreement by the client that they will *repay to the LSC any costs paid to you* in respect of their case where they (paragraph 1.3):
- “(a) *Wilfully failed to provide information relevant to your decision to carry out Controlled Work on their behalf or [the LSC’s] decision to grant funding for Licensed Work; or*  
(b) *has knowingly made a false statement or false representation.*”
- 4.8 If you decide that a client to whom you have provided Contract work has intentionally breached this agreement, then you should inform your LSC Regional Director at the earliest opportunity.
- 4.9 You must make a reasonable decision based on the particular situation you find yourself in. For example, you should not report clients to the Regional Director because you think they “might” have misrepresented information; there should be something tangible, ie you discover information relating to the application that confirms they were ineligible and you believe the client misrepresented or otherwise intentionally withheld this information from you. If in doubt then consider taking advice from your advice network or your LSC Account Manager.

### **What to do if another supplier asks for information about “your” client**

- 4.10 Paragraph 1.2 states:
- “If you have provided Controlled Work to a Client and that Client chooses to instruct another Supplier with regard to the same matter or issue, you are required, on request from the new Supplier and only with the consent of the Client, to give to the new Supplier the Client’s file, or a copy, and reasons for the termination of the retainer, as soon as practicable.”*
- 4.11 If you do not already have one, it may be sensible to agree an internal procedure regarding requests of this nature, even if it is simply that they are passed to the category supervisor for a decision before any documentation is forwarded, ie it is not treated solely as an administrative matter.
- 4.12 On receiving the request you should also make a decision as to whether your own matter in respect of this client should now be closed. If it is not clear whether the new supplier is taking over the matter you have been dealing with then you will need to clarify the situation with the other supplier and/or the client before closing your matter.
- 4.13 See also 7.25 to 7.45 below: “Previous Controlled Work from another supplier”.

## 5 Allocation of NMS and self-authorisation

- 5.1 Between the Schedule start and end date you may open matters by using the NMS that you have been allocated under that Schedule in the categories of law in which they have been allocated (paragraph 5.1). This means that providing you have sufficient matter starts with which to commence a matter, then you may do so without seeking permission from the LSC.
- 5.2 Conversely, you should not open more matter starts than authorised by your Schedule without permission from the LSC unless certain specific circumstances apply where you may “self-authorise” the opening of a NMS (paragraph 5.4).
- 5.3 In order for you to self-authorise the opening of an additional NMS, it must be in a defined priority area *and* certain conditions must be met.
- 5.4 Should you feel that you are “using up” your NMS allocation at such a rate that you risk exceeding it within any Schedule period, then you should contact your LSC Regional Office to discuss the possibilities that may be available, eg increasing your NMS allocation or reallocating NMS from a different category of work where your NMS usage is comparatively low.

### Self-authorisation: the relevant priority areas

- 5.5 Even if the proposed matter is in one of the priority areas identified here, do remember that it must also meet the conditions set out at 5.12 below for you to be able to open and claim it as a NMS.
- 5.6 The priority areas as set out at paragraph 5.5(a) are:
- “(i) *In relation to a matter falling within paragraph 3 of the Lord Chancellor’s Direction of 1 February 2000 on Community Legal Service Funding Priorities (Special Children Act proceedings (as defined in the Funding Code) and civil proceedings where the Client is at real and immediate risk of loss of life or liberty); or*
  - “(ii) *by a Client suffering from severe mental health or learning difficulties.”*

### Real and immediate risk of loss of life or liberty

- 5.7 The test of whether the client is at “real and immediate risk of loss of life or liberty” is an objective test. For example, when the LSC says “life” it means exactly that, eg an asylum matter where if the client were to be returned to their country of origin their life would be at risk; it does not mean quality of life.
- 5.8 It also means that the risk must be *real* and *immediate*. For example, an application for a Liability Order for non-payment of Council Tax would not present an immediate threat to the client’s liberty. However, the commencement of committal proceedings for that same non-payment would.

### Client suffering severe mental health or learning difficulties

- 5.9 Clients with severe mental health or learning difficulties may present in any category of law.
- 5.10 The question you must ask yourself is, what does paragraph 5.5(a)(ii) mean when it says “severe”? It is likely that a client suffering “severely” in this way would already be being assisted by a representative or advocate, eg from a mental health support

organisation. If so, you would probably find it useful to take this person's opinion (considering their specialised knowledge of clients with these conditions) into account when making your decision. You should keep a full note of your decision and the grounds on which it was based if you decide to proceed and open a NMS for the client.

- 5.11 In the absence of an advocate and failing a client bringing evidence that they do indeed have severe mental health or learning difficulties, it is vital that your file makes clear that there was real urgency and that your decision was made reasonably at the time you decided to self-authorise.

### **Self-authorisation – the conditions that must be satisfied**

- 5.12 Even if the matter is in one of the priority areas discussed at 5.5 to 5.11 above, you will only be paid for it if certain conditions are met. These are if:
- you had already used up your Schedule allocation of NMS, including tolerance NMS, so that you had no option but to self-authorise (paragraph 5.1); and
  - your contract allows you to carry out work in the proposed category of law, ie you either had a SQM in the category or your particular Schedule did not specify it as a tolerance-barred area (paragraph 5.5(d)); and
  - the matter was so urgent that you did not reasonably have time to obtain permission from your LSC Regional Office via a Schedule amendment before providing the Controlled Work (paragraph 5.5(b)); and
  - subsequent to self-authorising and commencing the work, your Regional Office received notification from you on any form specified *within 5 working days* of you self-authorising the application for that work, ie completing the Legal Help and Help at Court form (paragraph 5.5(c)).

## **6 Things that must be considered at the outset of every matter**

**Scope:** see 6.4 below

**Means assessment:** see 6.15 below

**Sufficient Benefit Test:** see 6.19 below

**Previous Controlled Work:** see 7.25 below

- 6.1 Scope, means assessment and the Sufficient Benefit Test (SBT) are Funding Code provisions that apply to *all* Controlled Work, when you are thinking of opening a NMS and also in particular situations once a matter is open and you are already providing Controlled Work.
- 6.2 In addition, at the outset of a matter, you must establish whether or not a client has received previous Controlled Work from a different supplier in respect of the legal issue they are approaching you about – this is discussed below in section 7.
- 6.3 There are other requirements within the Specification that may also apply at the outset of a matter and which are also Funding Code requirements, referred to commonly as “application procedures” (see section 7 below).

### **Scope (of category of law)**

- 6.4 When considering “scope” it is common for advisers to think about the types of cases they are unable to deal with in their subject category because they are outside of the

scope of the Contract and won't be paid for. These are cases that are outside the scope of the Access to Justice Act 1999 ("the Act") as amended by various orders, regulations and directions made under the Act (and as codified within the Funding Code).

- 6.5 An example would be the inability to provide representation at a welfare benefit appeal tribunal in the welfare benefits category as it is not allowed within paragraph 2 of schedule 2 of the Act and has not been brought back into scope within any subsequent Directions.<sup>2</sup> Another example would be the inability to claim for advice or assistance in respect of debts arising out of the carrying on of a business in the debt category as it is specifically excluded within paragraph 1 of schedule 2 of the Act.<sup>3</sup>
- 6.6 As well as being aware of the more obvious examples of work that are outside scope it is important for you to be fully familiar with the Category-Specific Provisions within the Specification that apply to you. These provisions set limits on certain types of work/matters in each subject category and therefore determine whether the work you propose is within scope of the Unified Contract and so may be claimed or not.

#### **The whole matter is out of scope**

- 6.7 Where your client is seeking advice or assistance and the substance of the matter is out of scope, then you should not accept an application for Controlled Work nor open a NMS, eg where a client asks you for assistance negotiating repayment terms with a number of unsecured debts that arose from his/her previous business.

#### **Part of the matter is out of scope**

- 6.8 It is acceptable to perform work that is out of scope on a matter that is otherwise within scope, providing you do not claim nor charge for that portion of the work.
- 6.9 For example, if you open a matter and assist a client to prepare for a tribunal in the welfare benefits category and then go on to represent that client at the tribunal, you may still claim it as a NMS, but the costs of your time in the tribunal plus any associated travel and waiting time should not be charged to the case.
- 6.10 Similarly, you may assist a client with their total indebtedness in the debt category but should not charge for that portion of the work done in respect of any business debts owed by the client, subject to the exceptions specified in footnote (3) below.

#### **Scope of Help at Court**

- 6.11 Paragraph 3.5 states:
- "You may only provide Help at Court in relation to proceedings for which advocacy may be funded in accordance with directions under s.6(8) of the Act or paragraph 2 of schedule 2 of the Act, in accordance with the Funding Code Guidance."*
- 6.12 Paragraph 2 of schedule 2 of the Act says that Legal Representation is available in the main civil courts (County Court through to House of Lords), the Employment Appeal Tribunal, Mental Health Review Tribunal, Asylum and Immigration Tribunal and certain (mostly family) proceedings in a magistrates' court.

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<sup>2</sup> Subject to the McKenzie adviser provision where assistance at the tribunal may be claimed – see Part 1 of the Guide for further guidance.

<sup>3</sup> Subject to two exceptions: when in relation to proceedings or potential insolvency proceedings or where the client's home is at issue in proceedings in respect of a business debt. See "Lord Chancellor's Direction: Scope of the CLS Fund Exceptions to the Exclusions", 2<sup>nd</sup> April 2001.

- 6.13 For suppliers providing Controlled Work only, this means that you can only provide Help at Court in one of the courts/tribunals listed above.
- 6.14 Other relevant provisions can be found in the Funding Code at 3A-004 (Levels of Service), 3A-008 (General Funding Code – directs to other relevant sections of Funding Code Criteria dependent on applicability) and 3A-026 (Criteria for Help at Court).

### **Means assessment**

- 6.15 The Specification does not change the rules on eligibility or on what constitutes acceptable evidence of income. What it does do is place more emphasis (than the previous Specification) on obtaining evidence of a client's income at the start of the case. You are now required (paragraph 2.4) to see evidence of the client's means *before* assessing their eligibility.

### **Starting work without evidence of means**

- 6.16 However, paragraph 2.5 says that you may assess means (and open a NMS) without the accompanying evidence, where:

- “(a) it is not practicable to obtain it before commencing the Controlled Work; or*
- (b) pre-signature telephone advice is given; or*
- (c) exceptionally, the personal circumstances of the client (such as the client's age, mental disability or homelessness) make it impracticable for the evidence to be supplied at any point in the case.”*

- 6.17 Paragraph 2.5 also states that:

*“If satisfactory evidence of the client's financial eligibility is not subsequently supplied, or if the evidence shows that the client is not financially eligible, you may claim the work carried out as a Matter Start provided that:*

- (a) you have acted reasonably in undertaking work before receiving satisfactory evidence of the Client's means; and*
- (b) you have acted reasonably in initially assessing financial eligibility on the information available.”*

- 6.18 Means assessment, particularly the rules relating to proof of income, continues to be one of the most contentious areas of the Contract and one area where the LSC continues to provide updated guidance on an ongoing basis which may or may not supersede previous published guidance. For this reason we ask that you please refer to the guidance materials within the CLS Support User Area on the Advice Services Alliance website for the most current position: [www.asauk.org.uk/clssupport](http://www.asauk.org.uk/clssupport).

### **Sufficient Benefit Test**

- 6.19 The previous (General) Civil Contract Specifications contained quite extensive guidance (and requirements) as to how the Sufficient Benefit Test (SBT) should be applied. Unfortunately, this has not been reproduced to the same extent or in the same form within the current Specification.
- 6.20 This has caused some confusion for caseworkers when thinking about the SBT and how it applies, particularly to matters paid at fixed fees at the Legal Help level of service. However, more recently, the publication of a review (the 'Review') of Contract Compliance Audits in November 2008 considered the SBT from an audit perspective and provided clarification.

### **Does the SBT still apply?**

6.21 Yes it does, but there are differences in emphasis from the previous contract.

### **Applying the SBT at the outset**

6.22 Appendix G ('A Guide to LSC Staff and Practitioners'), paragraph 17 of the review states the following:

*"The current Funding Code guidance makes clear that the focus of the Sufficient Benefit test is on whether to continue work, rather than making an assessment at the start of the case. In particular, the test recognises that, at the Controlled Work level of service, even in a matter with poor prospects of success, it will usually be considered worthwhile for a client to pay for initial advice, including advice about whether or not the case is worth pursuing further. This means that it is unlikely to have much relevance in a fixed fee regime unless the case is inappropriately continued and becomes an exceptional case."*

6.23 Paragraph 18 further states:

*"We would not expect to see many, if any, cases where there is not sufficient benefit at the outset but if an LSC auditor does come across such a case then he or she must seek guidance from the LSC's Corporate Legal Team before making an audit decision. It is therefore essential that providers make detailed file notes of why work was undertaken in cases where there is arguable sufficient benefit."*

### **Do I compare the likely cost of the case against the fixed fee payable?**

6.23 No. The LSC said the following to us:

*"It is still the notional cost of the work carried out on an hourly rate basis, rather than the fixed fee, that should be considered along with the potential benefits for the Client in considering whether the sufficient benefit test is met for providing Legal Help to the Client."*

6.24 Therefore, when deciding whether or to what extent a matter meets the SBT, you should compare the likely benefit (to the client) of your help with the likely costs, **not** the fixed fee. The likely costs will be the amount you expect ultimately to submit as "Profit Costs" on your CMRF, which may even be a lower amount than the fixed fee payable.

6.25 You use the likely costs figure even though the LSC will credit you with a fixed fee when you close the matter (assuming it was not an exceptional case). The LSC has said that this is because fixed fees are designed to remunerate all cases done under a contract ("swings and roundabouts") as opposed to an individual case under the fixed-fee scheme.

## **7 Rules that may or may not apply at the outset (application procedures)**

7.1 Application procedures are rules that may or may not apply depending on the circumstances in which the client approaches you asking for assistance.

7.2 The application procedures are:

- (pre-signature) telephone advice: see 7.3 below
- postal applications: see 7.11 below
- attendance on a client's behalf: see 7.19 below
- previous Controlled Work from another supplier: see 7.25 below
- children and patients: see 7.47 below

### **(Pre-signature) telephone advice**

- 7.3 Unless there is *good reason* for them not to, prospective clients who contact you by telephone should attend the office in person to complete an application for Controlled Work before you perform any work on their behalf, including advising them over the telephone.

#### **What constitutes “good reason”?**

- 7.4 “Good reason” is defined at paragraph 2.14 as:

- “(a) The Client is in custody or detention, for example in a prison, police station, immigration detention centre or mental hospital, or is otherwise being prevented from attending your office;*
- (b) The Client is in hospital;*
- (c) The Client is elderly, ill or disabled or is caring for children or for another person who is elderly, ill or disabled and in either case the Client is as a result unable to travel to your office; or*
- (d) There are exceptional circumstances such that the Client requires urgent legal advice before she or he is able to attend your office.”*

- 7.5 Note that “caring for children” was not included within the equivalent rules in the previous General Civil Contracts but now constitutes good reason also.

#### **7.6 An example of providing preliminary telephone advice:**

Mr Green got your number from a friend and telephones you asking what he should do about the bailiffs at his front door asking to come in and talk to him. Given that Mr Green’s situation appears pressing, you decide to advise him on his legal rights and the powers of bailiffs there and then over the telephone.

On the file that you open for Mr Green you include in your attendance note that the matter was urgent, which explains why you advised him and charged for this time on file prior to the application form being signed. You also tick the relevant box on page 5 of the CW1 (version 13): “Given telephone advice before the signature of the form”. You might also add a note below the tick box, referring to the attendance note that explains why you had provided the work.

- 7.7 Please note, the presumption here is that the work over the telephone was urgent and was necessary to protect the client’s interests. Barring further urgent telephone advice, you should wait until the client has actually signed the form as you would be unable to charge for it otherwise.

#### **Preliminary telephone advice and means assessment**

- 7.8 It is in your interests to determine whether the client is eligible as part of the initial telephone conversation. If you do not and subsequently discover when performing the means assessment that the client is not eligible, then you may not make any claim for the matter at all. This is because paragraph 2.5 applies to this situation.
- 7.9 Where you provide preliminary telephone advice and assess the client’s means as part of the call (or in a later call) the application form may then be posted to the client for signature and return (paragraph 2.21), ie you do not have to insist that the client comes in to the office to sign the form. You could then choose to conduct the case by letter/telephone or even close it following receipt of the signed form.

### **Mistakes in assessing means over the telephone and not getting evidence**

- 7.10 In certain circumstances you can still make a claim for a NMS even where you discover there was a mistake in your initial assessment and/or where you do not obtain evidence to confirm the means of the client by the time the matter concludes: see 6.17 above and paragraph 2.5.

### **Postal applications**

- 7.11 In order for you to accept a postal application your client must normally be resident in the European Union (EU) and there must be *good reason* for you to accept the application rather than have them attend your office. What constitutes good reason is defined above at 7.4.

### **Clients outside the EU**

- 7.12 Funding Code B7 says that you should not accept an application by post where the applicant is resident outside the EU *and*:
- such residence is purely temporary and the client can without serious disadvantage delay the application until they have returned to the EU; or
  - the services could be applied for on the same matter by a person resident in the EU (eg by an authorised person; see 7.19 below); or
  - it is otherwise unreasonable to accept the application.

### **Putting a client at “serious disadvantage”**

- 7.13 What will constitute putting the client at “serious disadvantage” will be dependent on the issues involved in the case.
- 7.14 For example, whereas on the one hand it would probably be unreasonable to accept a postal application and so open a NMS from someone wanting advice and assistance in relation to a small credit debt when they are set to return to the EU in a month’s time. On the other hand, it would probably be reasonable to accept a postal application and open a NMS on behalf of the same client if the debt were secured on property within the UK and possession action had commenced. In this latter scenario you would still have to be confident that it was not appropriate to postpone the matter, ie waiting until the client returned would significantly alter his or her prospects of successfully mitigating or defending the possession action, so requiring you to accept the postal application and commence work immediately.

### **Accepting an urgent application for help**

- 7.15 The urgency of any necessary work plays a part in accepting a postal application even where the client is resident in the EU. When describing the circumstances that would constitute good reason for accepting a postal application (see 7.4 above), paragraph 2.14 qualifies them by saying: “A postal application is unlikely to be justified if the incapacity is temporary and the provision of Controlled Work could be postponed without prejudice to the Client.”
- 7.16 So, not only should you be confident that there was good reason for accepting a postal application, you should also be clear that the work was of such an urgent nature that it couldn’t be put off until the client was able to attend and complete an application for assistance on-site.

- 7.17 Conversely, this also means that if you believe the matter is urgent you may be able to commence work immediately, even though their inability to attend in person might be temporary. Assuming the client was eligible for assistance and subsequently signed the form, then this work could form part of the work that is claimable.

### **Postal applications and assessing means**

- 7.18 Whether following a postal application or not, in certain circumstances you can still make a claim for a NMS even where you discover there was a mistake in your initial means assessment and/or where you do not obtain evidence to confirm the means of the client by the time the matter concludes. See paragraph 2.5 and 6.17 above.

### **Attendance on a client's behalf (the "authorised person")**

- 7.19 If a client cannot, for *good reason*, attend your office, then they may authorise another person to attend on their behalf who, for the purposes of the Contract, is described as the "authorised person" (paragraphs 2.15 to 2.18 and Funding Code B3). What constitutes good reason is defined at paragraph 2.14 and at 7.4 above.
- 7.20 In order to authorise someone to act on their behalf the client must, at the time the application for assistance is made, either reside within or be present in the EU (Funding Code B3.3).

### **Individuals who may not act as an authorised person**

- 7.21 Paragraph 2.18 states:

*"No partner, member, associate, shareholder or employee of your organisation (or family member of such partner, member, associate, shareholder or employee) may act as an authorised person for the purposes of Section B3 of the Funding Code Procedures."*

### **The information you need from the authorised person**

- 7.22 The application for Controlled Work can be accepted from the authorised person on the client's behalf as long as they provide you with all the necessary information and evidence of the client's means so that you are able to assess fully the eligibility of the actual client.
- 7.23 The application for Controlled Work should be completed with all the actual client's details, not those of the authorised person. However, the authorised person may then sign the form on the client's behalf.
- 7.24 To avoid any misunderstandings at audit or assessment it will make sense to make a note alongside the signature, eg "[Name of authorised person] authorised to make this application on behalf of [name of client]".

### **Previous Controlled Work from another supplier**

- 7.25 Funding Code Provision B9.1 sets limitations on providing Legal Help to clients who have already received publicly funded assistance elsewhere (see also paragraphs 2.22 to 2.30).
- 7.26 Where a client asks you for assistance with a legal problem on which they have already received Legal Help from another supplier *within the last six months*, then you can only open and claim a NMS where one or more exceptions apply (see 7.42 below).

### **When the client last “received Legal Help”**

7.27 Funding Code Provision B9.1 says: “...has received Legal Help for the same matter from another supplier within the six months preceding the application”.

7.28 Given this reference to a six-month period, exactly when a client is held to have “received” Legal Help affects whether paragraph 2.22 need be applied or not. We sought clarification from the LSC by asking:

*“Our question is, what does it mean [to have] ‘received Legal Help’ and how would you look at this at audit or assessment?”*

*If the previous CW1 was signed over six months ago does this mean paragraph 2.22 wouldn't need to be applied? Or, is it the date the last file was closed (or reported)? Or, the last time the previous supplier did any work? Or the last time there was any contact between client and the previous supplier?”*

7.29 The LSC Corporate Lawyers Team responded:

*“The correct interpretation of what we mean by ‘received Legal Help’ is that this is the last date Legal Help is given to the client by the previous solicitor. I have based this on the fact that the client ‘receives’ Legal Help throughout the case.*

*From paragraph 2.22 it is expected that the new solicitor needs to make reasonable enquiries to find out the date the client last received Legal Help. For example, to establish the last date a meeting was held between the client and the previous solicitor or a letter of advice sent out.*

*As for the other scenarios I would have thought had the draftsman meant for the key date to be the date the case was billed it would have expressly said that in the Contract. In addition, it would be unfair to the client to set it at the date the solicitor bills for the work or closes the case as this may be months after the client last ‘received’ Legal Help.”*

### **Where the previous assistance was not from a contracted supplier?**

7.30 The client must have received *Legal Help* from a different supplier. If they paid privately for the work or it was provided free of charge then you need not apply this provision. However, it would be good practice for you still to request information on the case from whoever assisted the client previously in order to, for example, apply the SBT.

7.31 The provision is concerned entirely with situations where the client has received Legal Help from a *different* organisation. It does not apply if the previous Controlled Work was provided by your own organisation, whether by yourself or a colleague. Nor does it apply where either you or your colleague change organisation but continue to advise the client.

7.32 Where it might apply, you should determine the last time the client was advised or assisted by the previous supplier, not the date of their initial application to that previous supplier. For example, if the previous supplier opened a file one year ago but wrote to the client five months ago, then the client would have received previous Legal Help within six months and so the provision would need to be complied with.

### **What you need to do at the outset**

- 7.33 Paragraph 2.22 requires at the outset of every matter that you establish whether this particular Funding Code criterion applies by making reasonable enquiries of the client, including, but not limited to:
- “(a) asking the client;*
  - (b) examining any documentation made available to another Supplier by the client; and*
  - (c) considering the length of time that the issue or matter has been in existence and any steps in the issue or matter which have occurred.”*
- 7.34 Should the LSC decide that you did not make reasonable enquiries at the outset and that the provision should in fact have been applied, any claim you might have made for the matter may be disallowed (paragraph 2.22).
- 7.35 Where you decide to proceed despite the client receiving Legal Help within the last six months on this matter, you should make sure it is clear from your file on what basis you decided to open a NMS, eg by noting which exception applied on page 4 of the Legal Help form underneath where you or the client ticked that they had received previous Legal Help.
- 7.36 The provision also applies if a client has received previous Legal Help over the telephone, whether from a dedicated telephone advice service or not. You should check, however, that an application for funding was actually made, ie the client signed and returned a CW1 that was posted to them. If an application for funding was never fully completed, signed and returned, then the client has not received Legal Help.

### **Where the client has received previous Legal Help within six months**

- 7.37 You need to determine whether you are able to open a NMS for this client by establishing whether one of the exceptions in Funding Code B9 applies. You would begin by obtaining the client’s consent to you contacting the previous supplier. If the client does not provide this consent then you should not provide any Controlled Work to the client or open a NMS. Similarly, if you had opened a NMS then you would be unable to claim for it or for any work you had done in respect of it.
- 7.38 Paragraph 2.23 says that when contacting the previous supplier you should:
- “(a) Confirm the reasons for the termination of the retainer; and*
  - (b) Request a transfer or copy of the file.”*

### **What if I have to start work before receiving a copy of the file?**

- 7.39 Paragraph 2.24 specifies that you should not commence work until you have received the file and considered its contents unless it is “absolutely necessary” to do so – for example, where you needed to take urgent steps to protect the client’s interests or meet a court deadline or other significant key date in the matter.
- 7.40 Where you do this but on receiving the file decide you should not have accepted the application, then you should cease acting for the client and advise them why, in writing. You may still claim for the NMS through your usual reporting and claims procedure so long as you were confident of your decision that it was absolutely necessary to open the case when you did.

- 7.41 The LSC says it will monitor the number of NMS you claim where you subsequently (on receipt of the file) decide that the requirements were not met, and that it may take further action if necessary (paragraph 2.24).

#### **Previous Legal Help – within six months – the exceptions**

- 7.42 Funding Code Provision B9 sets out four exceptions whereby you might open a NMS for a client who has been assisted with the same legal problem, by another supplier, within six months immediately preceding this application to you. The exceptions are where:

- “(a) there is a gap in time, and circumstances have changed materially between the first and second occasions when the Legal Help was sought, eg a reconciliation which has failed; or*
- (b) the client has reasonable cause to be dissatisfied with the service provided by the first supplier; or*
- (c) the client has moved a distance away from the first supplier and communication is difficult; or*
- (d) the first supplier has confirmed that they will be making no claim for payment for the Legal Help.”*

- 7.43 Paragraph 2.28 then adds a further exception. Irrespective of whether the client’s case meets any of the exceptions at B9, you may provide Controlled Work and open a NMS on behalf of a client where the previous supplier is unable to continue acting for the client because of a conflict of interest or other good reason.

- 7.44 The more times a client changes supplier, looking for assistance with the same legal problem, the higher the level of justification you will need in order to open and claim a NMS (paragraph 2.29). Dissatisfaction with the previous supplier or a breakdown in relationship and trust between them and the client would be more difficult to prove where the client has moved supplier more than once, as the presumption would be that it is more likely that it is the client who is at fault.

- 7.45 Where a client has changed supplier more than once in relation to the same legal problem, then it would generally be reasonable to ask only the most recent supplier for a copy of their file, given that they themselves would have requested files from other previous suppliers.

#### **Previous Controlled Work – more than six months ago**

- 7.46 The provision does not apply if the assistance was provided over six months ago. However, you would still have to tick the relevant box on page 4 of the Legal Help form and consider what work was done when deciding what you are now going to do. Where you tick this box ensure it is clear from your file when the previous work was provided, particularly if it was over six months ago. It would then be clear to any auditor or otherwise why you didn’t comply with Provision B9.

#### **Application on behalf of a child or a patient**

- 7.47 Funding Code Provision B5 sets out the circumstances when an application can be accepted from a child or a patient. Provision B4 sets out further conditions in respect of applications from a child. We have incorporated the requirements into a table below at 7.50.

### Who is a “child” and who is a “patient”

- 7.48 A child is someone who at the age of application is under 16 years of age, ie aged 15 years or younger (Unified Contract Standard Terms definition of “child”). Therefore, a person aged 16 (or over) is treated as an adult for application purposes and Provisions B4 and B5 are not relevant.
- 7.49 The Unified Contract does not define the term “patient”.
- 7.50 In the case of accepting an application directly from a child then the child should sign the application form him- or herself. In all other cases the application form should be completed in the name (and details) of either the child or the patient but signed by the person applying on their behalf with an annotation to that effect (paragraph 2.34).

### Criteria for accepting an application from a child or a patient

The application is from:	The application is on behalf of:	You can accept the application from:
<i>directly from a child</i>		the child, but only if in relation to proceedings which the child is entitled to begin, prosecute or defend without a litigation friend, next friend or guardian ad litem <i>or</i> there is good reason (see 7.51 below) <i>why no-one identified below</i> can seek advice on the child’s behalf and the child is old enough to give instructions and understand the nature of Controlled Work.
<i>a child</i>	a person acting for the purposes of any proceedings as his/her litigation friend, next friend, guardian ad litem; <i>or</i>	
<i>a child</i>	any other person where there is “good reason” (see 7.51 below) why none of the persons listed above can make the application but there must be sufficient connection between them to ensure the other person will act responsibly in the interests of the child. Also, the other person must have sufficient knowledge of the child, their problem and their financial circumstances to give proper instructions.	
<i>a patient</i>	The receiver appointed under Part VII of the Mental Health Act 1983, or the patient’s nearest relative or guardian within the meaning of Part II of that Act; <i>or</i>	
<i>a patient</i>	a person acting for the purposes of any proceedings as his or her litigation friend, next friend, guardian ad litem; <i>or</i>	
<i>a patient</i>	any other person where there is “good reason” (see 7.51 below) why none of the persons specified as able to apply on behalf of a patient above can make the application and subject to the provisos set out above in relation to a child.	

- 7.51 “Good reason” for these purposes includes, but is not limited to, where you have identified that there is a conflict of interest (paragraph 2.35).

### **Mental health suppliers and patients not signing applications**

- 7.52 The mental health Category-Specific Provisions at paragraph 12.73 state:

*“Exceptionally, where it is not appropriate to use any of the possibilities for the application for Legal Help or for CLR to be made on the patient’s behalf and the patient will not sign the application due to their condition, then you may annotate the form to that effect and one of the Approved Personnel of your organisation may sign the form.”*

- 7.53 Please note: this only applies to suppliers providing work in the mental health category of law.

## **8 Refusing to take on a client’s case and stopping work**

### **Grounds for not taking on a case at the outset**

- 8.1 There are legitimate grounds for refusing to take on a client’s case and not opening a NMS on their behalf. These are:
- where the proposed case would not meet Funding Code criteria;
  - where you believe there is “good cause” not to open a case (see 8.10 below);
  - where an application for Legal Representation has already been refused in respect of this matter.<sup>4</sup>
- 8.2 However, you should not refuse to open a NMS and assist a client just because of the likely costs of the case, eg where you think that the final costs of the case would be higher than the fee you would receive in payment from the LSC (paragraph 2.44).

### **Stopping work on matters that are already open**

- 8.3 Nor should you cease work on a matter that is already open because the current costs, and/or those likely to be incurred if it proceeded, would be similarly disproportionate to what you would be paid.
- 8.4 Where you have opened a case you should only close it where one or more of the conditions in paragraph 5.33 are met (“Ending Controlled Work”, discussed in Part 1 of the Guide).

### **Refusing an application because of the Funding Code**

- 8.5 You can refuse to open a case for a client if you believe it would not comply with the Funding Code. This would be where the case did not meet Funding Code provisions relating to:
- *means assessment; or*
  - *the SBT; or*
  - *scope; or*
  - *postal applications; or*
  - *attendance on a client’s behalf; or*

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<sup>4</sup> Please see paragraph 2.47, which sets out a number of circumstances where work may continue to be provided under Legal Help following the discharge/revocation of a certificate.

- *preliminary telephone advice; or*
  - *previous Controlled Work.*
- 8.6 Where you refuse an application because it failed to meet any of these provisions, you should give the client brief reasons why and, where appropriate, provide them with information on how they can find alternative ways of obtaining or funding their case (Funding Code Provision B8.1). Paragraph 2.39 states that this information will include:
- information on conditional fees, privately funded services or services offered by voluntary organisations; and, where relevant
  - the appropriate CLS Information Leaflets.
- 8.7 You are not able to open a NMS for doing this, ie if you refuse to accept an application for Legal Help then you can't claim a NMS for doing so.

**Do I need to provide the client with written reasons?**

- 8.8 If you have refused to open a case for a client at the outset then you need only provide written reasons if the client has requested them and *you* think it is appropriate to provide them (paragraph 2.40).

**Refusing an application because there is “good cause”**

- 8.9 You can also refuse to open a NMS and assist a client if you believe there is good cause to refuse it (paragraph 2.41).
- 8.10 Paragraph 2.42 states that “good cause” for refusal includes:
- “(a) *Where you lack appropriate Matter Starts under your Schedule to take on the case or matter;*
  - “(b) *Where you do not have the capacity to take on the case or matter;*
  - “(c) *Where you do not have the necessary skill or expertise to take on the case or matter; or for*
  - “(d) *Other professional conduct reasons such as actual or potential conflict of interest.”*
- 8.11 This is not an exhaustive list. The wording of paragraph 2.42 indicates that you might have other good cause not to accept an application. For example, you might choose not to advise (and to exclude in future) a client who acted violently toward a member of your staff.
- 8.12 Where you refuse to accept an application for Legal Help on the grounds of good cause (as opposed to the Funding Code), then the extent to which you explain your decision to the client is down to your own organisational procedures rather than the Contract. However, you must provide your reasons and any associated information to your LSC Regional Director if s/he asks for them, eg if the client made a complaint about your service to the LSC or it otherwise came to the Director's attention and s/he decided to gather further information or investigate the matter (paragraph 2.43).

## 9 Joint applications

### Does more than one client mean more than one NMS?

- 9.1 Not necessarily. Paragraph 5.18 begins by stating: “Where you act for more than one client in relation to the same general legal problem a single Matter Start should generally be used.”
- 9.2 The emphasis here is on the “same general legal problem” and not the number of people for whom you are acting. The intention is that you should not open more than one NMS where opening one would effectively address the legal issue for all of the individuals who had approached you.
- 9.3 To open more than one NMS you must determine that three conditions are satisfied. Paragraph 5.18 sets out these conditions:

*“Matter Starts in respect of more than one Client may be commenced only where the following are satisfied:*

- (a) If proceedings were issued each Client would be a party to those proceedings;*
- (b) Each Client has a separate legal interest in the problem or issue; and*
- (c) Where Legal Help is provided, there is sufficient benefit for each client in receiving Legal Help, having regard to the Legal Help provided to each other Client.”*

**Please see CLS Support Email Bulletin no. 15 (August 2008) for further guidance on the interpretation of paragraph 5.18 in relation to couples, whose means would be aggregated for assessment purposes, who approach you for assistance with debts.**

## Network contacts

<p>Management Helpline  <b>DIAL UK</b>                  St Catherine's Hospital                  Tickhill Road, Balby                  Doncaster DN4 8QN                  Tel: 01302 310123</p>	<p>James Kenrick  <b>Youth Access</b>                  1-2 Taylors Yard                  67 Alderbrook Road                  London SW12 8AD                  Tel: 020 8772 9900</p>	<p>Noeleen Adams &amp; Lynn Evans  <b>Law Centres Federation</b>                  293-299 Kentish Town Rd                  London NW5 2TJ                  Tel: 020 7428 4400</p>
<p>Development Team Consultancy Line  <b>advice<sup>uk</sup> London Region</b>                  6<sup>th</sup> Floor                  63 St Mary Axe                  London EC3A 8AA                  Tel: 020 7469 5704</p>	<p>Phil Jew &amp; Chilli Reid  <b>advice<sup>uk</sup> national</b>                  6<sup>th</sup> Floor                  63 St Mary Axe                  London EC3A 8AA                  Tel: 020 7469 5700</p>	<p>JJ Costello  <b>Shelter Cymru</b>                  25 Walter Road                  Swansea SA1 5NN                  Tel: 01792 469400</p>
<p><b>Citizens Advice</b>                  Myddleton House                  115-123 Pentonville Road                  London N1 9LZ                  Bureau Management Consultancy Line                  Tel: 0845 120 2035                  CLS Consultancy Line                  Tel: 020 7833 7134, 01873 810101                  or 01664 822492</p>	<p>Business Support Team  <b>Shelter</b>                  Aegon House                  30 Poole Hill                  Bournemouth                  Dorset BH2 5PS                  business_support@shelter.org.uk</p>	<p>John Edwards  <b>Age Concern England</b>                  Astral House                  1268 London Road                  London SW16 4ER                  Tel: 020 8765 7468</p>

### Legal Services Commission Regional Office contacts

You can also contact your regional LSC office. If you aren't sure which area you are in, any regional office should be able to direct you to the one for your area.

#### London

Exchange Tower  
 2 Harbour Exchange Square  
 London E14 9GE  
 Tel: 020 7718 8466

#### Brighton

3<sup>rd</sup> and 4<sup>th</sup> Floors, Invicta House  
 Trafalgar Place, Cheapside  
 Brighton BN1 4FR  
 Tel: 01273 878800

#### Reading

Dukesbridge House  
 23 Duke Street  
 Reading RG1 4SA  
 Tel: 0118 955 8600  
 Fax: 0118 955 8608

#### Bristol

33-35 Queen Square  
 Bristol BS1 4LU  
 Tel: 0117 302 3000

#### Chester

Pepper House Pepper  
 Row  
 Chester CH1 1PF  
 Tel: 01244 404 500

#### Manchester

2<sup>nd</sup> Floor, Lee House  
 90 Great Bridgewater Street  
 Manchester M1 5JW  
 Tel: 0845 602 1400

#### South Tyneside

Berkley Way  
 Viking Business Park  
 Jarrow  
 Newcastle NE31 1SF  
 Tel: 0191 428 3600

#### Liverpool

Cavern Walks  
 8 Mathew Street  
 Liverpool L2 6RE  
 Tel: 0151 242 5200

#### Leeds

Harcourt House, Chancellor Ct.  
 21 The Calls  
 Leeds LS2 7EH  
 Tel: 0113 390 7300

#### Birmingham

Centre-City Podium  
 5 Hill Street  
 Birmingham B5 4UD  
 Tel: 0121 665 4700

#### Nottingham

2<sup>nd</sup> Floor, Fothergill House  
 16 King Street  
 Nottingham NG1 2AS  
 Tel: 0115 908 4200

#### Cambridge

62-68 Hills Road  
 Cambridge CB2 1LA  
 Tel: 01223 417860

#### Cardiff

Marland House  
 Central Square  
 Cardiff CF10 1PF  
 Tel: 0845 608 7070

#### The Office of the Immigration Services Commissioner

5th Floor, Counting House,  
 53 Tooley Street, London, SE1  
 2QN Tel: 020 7211 1500  
 Fax: 020 7211 1553  
[www.oisc.gov.uk](http://www.oisc.gov.uk)

#### The Office of the Information Commissioner

Wycliffe House, Water Lane,  
 Wilmslow, Cheshire SK9 5AF  
 Tel: 01625 545 745  
 Fax: 01625 524510  
[www.ico.gov.uk](http://www.ico.gov.uk)



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<b>Project Adviser:</b>	Audrey MacDonald
<b>Project Adviser:</b>	Liz Plummer
<b>Project Consultant:</b>	Patrick Torsney

## Consultancy service

CLS Support operates a telephone and e-mail consultancy service, providing help on the Unified Contract, Quality Marks and other aspects of the Community Legal Service.

The telephone consultancy service is available to subscribers on **0845 241 2588** and is open **1.00 pm - 4.00 pm, Monday to Friday**.

We try to tailor our support as closely as possible to the needs of individual organisations. We answer enquiries at first contact wherever possible. If we need to carry out further research in order to answer your enquiry, we will tell you when we can get back to you and will contact you at that time even if a full response is not yet possible. If we need to send you written information, we will normally do so within five working days.

Alternatively, if you are a subscriber you can email us on **cls.support@asauk.org.uk** with your enquiry. Please include a contact telephone number so that we can call you back to discuss the details of your enquiry. We aim to respond to e-mail enquiries within five working days.

For information on how to subscribe go to the CLS Support pages of our website **[www.asauk.org.uk/clssubs](http://www.asauk.org.uk/clssubs)**.

## Training

We run an annual national training programme, presently focusing on organisations with a Legal Services Commission (LSC) contract and/or the Specialist Quality Mark. Training is offered at various locations across the country. Our website contains details of our current programme, course prices and how to book places. Subject to demand, we may run further events to those advertised in the programme.

Subject to project resources and agreement over price, we will on request put on training courses organised on a block-booking basis. Please contact the consultancy service if you wish to arrange a block booking of any of our current courses or if you want to suggest an alternative course that you would like us to provide.

Note that organisations requesting a block-booking course are responsible for practical arrangements, eg booking a venue, publicising the course, taking bookings.

## Seminars and workshops

Subject to project resources and agreement over price, we will on request put on seminars and workshops. For further information, please either contact the consultancy service or log on to the CLS Support training page of our website.

## Briefings

We publish briefings dealing with Contracting, Quality Mark and related issues. Our **Contracting** briefings provide practical guidance on the LSC contract to help organisations interpret and apply contract rules. Briefings on the **Quality Mark** deal with Quality Mark requirements and procedures at all levels.

**You can see some sample briefings on our website.** Set out below is a full list of briefings available to subscribers that are still substantially correct.

### **Series 1: The Quality Mark**

- 1 Introduction to the Quality Mark
- 2 Client Feedback
- 3 Independent File Review
- 4 Conflict of Interest
- 5 Service Planning
- 6 People Management – Sample Procedures
- 7 Signposting and referral
- 8 Case Management and Client Care
- 9 Data protection - is your handling of client information breaking the law?
- 10 The Specialist Quality Mark - Getting the most out of it
- 11 The Quality Mark and other quality standards - for agencies working with young people
- 12 The CLS Quality Mark: Getting the Most Out of General Help
- 13 Data Protection When Dealing With Young People – Keeping Your Client’s Confidence

### **Series 2: The General Civil Contract**

- 5 Employing a solicitor for the first time
- 7 Sufficient Benefit Test: Principles & Practice
- 9 Eligibility: Principles and Practice
- 12 How Can Trustee Boards Reduce the Financial Risks of Running a Legal Aid Contract?
- 13 A Practitioner’s Guide to Controlled Work Part 1

### **Email Bulletins**

Our Email Bulletin service provides regular updates to subscribers on Contracting and related issues. The service is an invaluable supplement to our written briefings, and offers subscribers:

- Up-to-date information on changes to or clarification of LSC requirements;
- Guidance and examples of best practice;
- Information on forthcoming policy developments;
- Updates on the work of ASA and CLS Support;
- Opportunities to provide feedback on issues of interest or concern.

Copies of Bulletins are put on ASA's website, but if you want to receive them as soon as they are published, you should subscribe to the Bulletin service. Go to the CLS Support pages of our website for further information [www.asauk.org.uk/clssubs](http://www.asauk.org.uk/clssubs).

If you think that there are any aspects of Contracting or related work on which future Email Bulletins would be useful, please email us at [bulletin@asauk.org.uk](mailto:bulletin@asauk.org.uk) with your suggestions