

STANDARD CONTRACTUAL TERMS GOVERNING THE ACCEPTANCE OF LEGAL AID INSTRUCTIONS FOR THE SUPPLY OF LEGAL SERVICES BY BARRISTERS TO AUTHORISED PERSONS IN CIVIL (NON-FAMILY) CASES



ST JOHN STREET
CHAMBERS

1. DEFINITIONS AND INTERPRETATION

- 1.1 The definitions and interpretation set out in clause 1 of the Standard Conditions of Contract for the Supply of Legal Services by Barristers to Authorised Persons 2012 ("the Conditions") shall be incorporated herein and apply hereto save where inconsistent with the express terms hereof or the statutory provisions and regulations governing Legal Aid.

2. APPLICABILITY

2. These terms shall apply whenever:
 - 2.1 The Authorised Person instructs the Barrister to act in a Case for a Lay Client who has the benefit of non-family Civil Legal Aid (which expression includes Controlled Work and Licensed Work as defined by the 2010 and 2013 Standard Civil Contracts), and
 - 2.2 The Barrister accepts such instructions on the basis that they will be paid in due course either by the Legal Aid Agency in accordance with the statutory provisions and regulations governing Legal Aid or by the Authorised Person as hereinafter appears.

3. PROCURING PAYMENT BY THE LEGAL AID AGENCY

- 3.1 The Authorised Person shall without undue delay take all steps necessary (including making all necessary applications and providing all necessary documents and information) to procure that the Legal Aid Agency is able to make interim and final assessments and payments of the Barrister's fees.
- 3.2 The Barrister shall without undue delay provide the Authorised Person upon request with all necessary documents and information required to enable the Authorised Person to procure that the Legal Aid Agency is able to make interim and final assessments and payments of the Barrister's and/or the Authorised Person's fees
- 3.3 The Barrister and the Authorised Person shall keep each other informed about the progress and date of interim and final claims and assessments and the payments of the Barrister's and/or Authorised Person's fees by the Legal Aid Agency or any other person

4. WHERE NO PAYMENT OR ONLY PART PAYMENT IS MADE BY THE LEGAL AID AGENCY

- 4.1 Where circumstances arise which result in no claim being made by the Authorised Person for assessment and/or payment of all or any part of the Barrister's fees by the Legal Aid Agency (for example because the case has been won or has settled on terms that payment of costs be made to the Authorised Person by the other side in the Case) then the Authorised Person shall promptly inform the Barrister and the Authorised Person shall be personally responsible for payment of the Barrister's aforesaid fees at the appropriate inter-partes rate.
- 4.2 Where the Authorised Person instructs the Barrister in circumstances where to the knowledge of the Authorised Person the Barrister's fees resulting from such instructions will not be paid by the Legal Aid Agency (for example because the Lay Client's Legal Aid Certificate has been discharged, or the work is not authorised by the Certificate, or a limit or condition therein has been or will be exceeded) then the Authorised Person shall be personally responsible for payment of the Barrister's aforesaid fees the appropriate inter-partes rate.
- 4.3 Where the Authorised Person unreasonably fails to submit the whole or any part of the Barrister's work or fees for assessment by the Legal Aid Agency with the result that the Legal Aid Agency fails or refuses to pay for or pay the same and/or seeks repayment from the Barrister of any interim payment for or of the same then the Authorised Person shall be personally responsible for payment of the Barrister's aforesaid fees the appropriate inter-partes rate.
- 4.4 In the circumstances described in paragraphs 4.1, 4.2 and 4.3 above, clauses 10, 11, 12, 15, 16, 18 and 19 of the Conditions shall be incorporated herein and apply in respect of the Barrister's aforesaid fees save where inconsistent with the express terms hereof or the statutory provisions and regulations governing Legal Aid.