**Private Practitioner Scheme for the International Protection Terms and Conditions**

**Introduction**

1. The Civil Legal Aid Act 1995 (“the Act”) provides that the Legal Aid Board (“the Board”) may establish and maintain a panel of solicitors who are willing to provide legal aid and advice to persons who are in receipt of legal services. Arising from the enactment of the International Protection Act 2015 and the introduction of the “single procedure” the Board has now decided to establish and maintain a panel of solicitors who are willing to provide services to persons who have been granted legal services by the Board for the purpose of advice and / or representation in relation to an application under the International Protection Act 2015 for asylum, subsidiary protection and leave to remain and for all matters previously covered by the Private Practitioner Asylum and related issues Panel. The Panel is to be known as the Private Practitioners International Protection Panel (“the Panel”).

**Panel of Solicitors**

2. Any solicitor who meets the conditions in the Scheme and wishes to have his or her name placed on the Panel must apply in writing to the Board. The solicitor must give an undertaking (404 break for form), to comply with the terms and conditions herein and the provisions of the Act when providing legal aid and/or advice.

3. Any solicitor wishing to apply to be placed on the Panel must hold a current practising certificate from the Law Society of Ireland and must have professional indemnity insurance that is adequate for the purposes of the Scheme. The current figure is €1.5 million in any one case, but the Board may revise this amount from time to time.

4. Solicitors on the Panel must comply with the tax clearance procedures specified in the Department of Finance Circular 43/2006 entitled ‘Tax clearance Procedures-Public Sector Contracts’ or any such circular amending or replacing that circular.

5. The Panel shall be in place for a period of three years from the 1st December 2020 or such other date or period as the Board may determine. In this regard the Board is required to be responsive to any further changes that may occur in the international protection process. The Board shall consider applications to be included on the Panel at such times as the Board, from time to time, may determine.

6. Solicitors on the Panel must have access to e-mail facilities and must have IT software that is compatible with Microsoft Office software in order to ensure the effective and efficient administration of the Scheme. In addition it is Board policy that email communications concerning clients are encrypted for security purposes. Instructions for reading and replying to secure communications sent by the Board are available here (404 break for secure email).

**Quality of Service**

7. Solicitors are expected to act in a fiduciary manner in relation to all legally aided clients and to provide a service in keeping with the Guides to Professional Conduct that are issued from time to time by the Law Society of Ireland.

8. The Board is committed to the provision of a quality legal service to its clients and shall from time to time provide solicitors on the Panel with best practice guidelines on the approach to be adopted in dealing with matters within the ambit of this Scheme. Solicitors on the Panel are expected to broadly comply with the Guidelines. The Guidelines may be updated by the Board from time to time.

9. All legal professionals engaged in international protection work are required to have the necessary experience and training in the area.

10. Notes must be kept on file in relation to all consultations and phone calls with clients and such notes must be clearly legible. They should ideally be typed.

11. In the event that the Board is not satisfied that the services required under this scheme have been provided to a particular client the Board reserves the right to pay a partial fee or no fee at all to the solicitor to whom the case has been referred.

**Communication with Clients**

12. Solicitors are expected to make every effort to contact a client who has been referred to them under the scheme, and to use all means of contact available to them until contact has been achieved where possible. In the event that a solicitor/firm is unable to make contact with a client who has been referred to them under the scheme the solicitor/firm should contact the Board immediately to inform the Board of the situation. Solicitors are expected to communicate effectively with clients from the time a case is referred to them until the client’s case is closed and to keep clients informed of all developments in relation to their cases.

**Reasonable Behaviour by Clients**

13. Clients are expected to behave reasonably, for example by providing the Board or solicitor with their latest contact details, returning calls and turning up for appointments at the designated date and time. Where a solicitor/firm considers that a legally aided client is behaving unreasonably they should contact the Board.

**Monitoring**

14. A solicitor on the Panel shall provide the Board with any information relating to a person in receipt of legal aid, including the case file if requested, or any commitment sought by the Board, which is required by the Board for the purpose of enabling the Board to discharge its functions under the Act. Such information or undertaking shall be furnished within fourteen days of any such request. Solicitors shall retain files of legally aided persons for a period of seven years from the date of completion of the services authorised on foot of the legal aid certificate.

15. As part of its commitment to ensuring that its clients receive a quality service, the Board shall review a number of files of legally aided clients so as to satisfy itself that the solicitor on the Panel is providing an appropriate level of service. In the event that that review identifies issues of concern in relation to the provision of an appropriate level of service, the Board may inspect any or all legally aided client files assigned to that solicitor.

**Exclusion/Withdrawal/Removal from Panel**

16. The Board may suspend or remove a solicitor from the Panel if it considers that:

* the solicitor’s conduct when providing or selected to provide legal services renders him / her unsuitable; or
* his/her professional conduct generally render him or her unsuitable, in the opinion of the Board, to provide such services; or
* the solicitor has failed to comply with these Terms and Conditions; or
* the solicitor has not participated in the Scheme to a satisfactory level, including but not confined to his/her refusal on a regular basis to accept a legally aided person as a client or to give a client appropriate legal advice or aid; or
* the solicitor provides legal aid or advice to an applicant in respect of one aspect of his/her case but fails without good excuse (such as a client changing solicitor), to provide services in relation to further matters, for example the solicitor represents the client at first instance but does not advise the client or represent the client at appeal stage even though the client wishes to be so advised or represented.

17. If the Board decides to suspend or remove a solicitor from the Panel, the solicitor shall be notified in writing of the grounds for the decision. The solicitor may, within a period of one month from the date of such notification, appeal in writing the decision to the Chief Executive of the Board, setting out the grounds of appeal in full. The Chief Executive may restore the solicitor, if satisfied that a case for restoration to the Panel is made out. Any appeal does not operate to delay or negate the suspension or removal of the solicitor from the Panel, unless the Chief Executive determines otherwise.

18. Solicitors who wish to withdraw from the Panel must inform the Board, in writing, of their intention to withdraw. Solicitors shall give one month’s notice of intention to withdraw from the Panel. Solicitors who withdraw from the Panel must complete all outstanding cases that have been referred to them unless the Board consents to the matter being returned to it or referred to another solicitor.

**Maintaining the Panel**

19. The Panel shall be maintained on a national basis and shall comprise the names of all solicitors whose applications for placement have been accepted by the Board.

20. Every solicitor who has been accepted for membership of the Panel shall be allocated a Private Practitioner number, to be known as a PP Number, which must be quoted on all correspondence.

**Scope of the Scheme**

21. The Scheme shall apply in relation to persons who have been granted legal advice or have been granted legal aid certificate issued by the Board for all relevant matters covered by the International Protection Act 2015, the Refugee Act 1996 and the Immigration Act 1999 as specified in the letter of authorisation or the legal aid certificate issued by the Board to that client.

**Operation of the Scheme**

22. Persons seeking legal services make their applications through law centres. The Board has designated three of its law centres (Smithfield in Dublin, Seville House in Galway and North Quay House in Cork) for the purposes of providing services in relation to international protection applications and for the purpose of authorising the retention of private solicitors from the Panel. Any application will be initially processed by one of those centres. Where a legal aid certificate or an amended certificate is required for the next stage of a case the solicitor should obtain the client’s instructions and then contact the relevant law centre for the purpose of seeking a legal aid certificate or amendment to the existing legal aid certificate. Thereafter the provisions of paragraph 27 will apply.

The contact email addresses for the relevant law centres are as follows:

* Smithfield law centre at [lawcentresmithfield@legalaidboard.ie](mailto:lawcentresmithfield@legalaidboard.ie)
* Cork law centre [lawcentrecorknorth@legalaidboard.ie](mailto:lawcentrecorknorth@legalaidboard.ie)
* Galway law centre at [lawcentresevillehouse@legalaidboard.ie](mailto:lawcentresevillehouse@legalaidboard.ie)

23. Where legal aid or advice has been granted and the client no longer requires the services granted or becomes ineligible for the services granted the solicitor/firm should immediately inform the Board of the change in situation, for example if in the case where a client has been offered a Subsidiary Protection interview and the offer is subsequently withdrawn or where the client cannot be contacted.

24. In the event that an applicant is granted a legal aid certificate in respect of any of the matters covered by this Scheme, the Board may either allocate a law centre solicitor or refer the person to the Panel to select a solicitor from the Panel to act on their behalf. Due to the tight time constraints in international protection cases, where a case is being referred to a solicitor on the Panel, the Board shall, where reasonable, assist the client by selecting a solicitor from the Panel on the client’s behalf and referring the case to that solicitor unless the client makes a request, before the referral takes place, for his or her case to be referred to a particular solicitor on the Panel.

25. The Board or the legally aided person shall notify the solicitor and shall furnish them with:

* Two copies of the legal aid certificate or letter authorising the provision of legal advice which will indicate the legally aided person’s name, the nature of the proceedings authorised and the steps authorised on foot of those proceedings, in terms of the expenditure on witnesses that may be incurred; and
* A Claim Form on which the legal aid certificate number should be entered. This certificate or letter shall be the solicitor’s authority to provide legal aid to the client under this Scheme. One copy of the certificate/letter should be retained by the solicitor / firm on the client file. The second copy of the certificate/letter should be attached to the Claim Form for payment of the fee and any outlay, when the case is concluded. Legal services cannot be provided under the Scheme without a valid legal aid certificate or letter authorising the provision of legal services.

26. The certificate granted or letter authorising the provision of legal services to be provided to the applicant will state the nature of the proceedings and the steps authorised on foot of those proceedings.

27. It is an essential requirement of this scheme that where a solicitor is engaged on foot of any matter authorised under a legal aid certificate that they continue to provide services for all other matters authorised under that certificate. Failure to do so without good reason will be regarded as grounds for removal from the Panel.

**Extent of the Service to be Provided**

28. The extent of services to be provided to an applicant under this Scheme will be as specified in the Board’s Best Practice Guidelines.

29. It is the responsibility of the solicitor to obtain such country of origin information as may be deemed necessary for the case. The Board operates a Refugee Documentation Centre (email research@legalaidboard.ie) which may be able to assist in the provision of such information.

**Amending Legal Aid Certificates/Advice Authority**

30. If a solicitor considers that further steps that will incur expenditure are required to process the client’s claim, over and above those authorised on the certificate/advice authority, for example, that an expert report should be obtained or that professional or other witnesses are required, an application must be made in writing seeking an amendment to the certificate/advice authority to incur such expenditure. Such application should provide sufficient information, particularly in relation to how the additional expenditure is likely to benefit the client’s case, to allow a decision to be made and to enable the terms of the Act to be complied with by the Board when considering the application. The application may be made to the Private Practitioner Unit by email to [ippp@legalaidboard.ie](mailto:ippp@legalaidboard.ie)

The Private Practitioner Unit can also be contacted by post or DX at the following address: Private Practitioner Unit, Legal Aid Board, Quay Street, Cahirciveen, Co Kerry, V23 RD36 DX 166 004.

31. The engaging of an interpreter, where it is necessary in a particular case, shall be included in the sanction and no amendment shall be required before doing so. However, any travelling expenses incurred by an Interpreter company must be authorised in advance by the Board and only the interpreter company with which the Board has a contract may be engaged for this purpose. A completed interpreter form must be sent to both the Board and the Interpreter Company in each such case for invoicing purposes.

32. An amended certificate shall be required before engaging a translation company to translate documents in a particular case. Where an amended certificate is provided for this purpose only the translation company with which the Board has a contract may be engaged for this purpose. The application may be made to the External Services unit by emailing [ippp@legalaidboard.ie](mailto:ippp@legalaidboard.ie)

33. A solicitor may not seek reports, engage witnesses or otherwise incur costs or expenses save as authorised on foot of a certificate or an amending certificate. The Board shall be responsible only for costs or expenses incurred where these have been approved in writing in advance.

34. Decisions by the Board to refuse applications for professional or expert witnesses shall be subject to the relevant review and appeal procedures contained and the Civil Legal Aid Regulations 1996 to 2013 (Regulation 12).

**Fees**

35. The [IP-claim-form](https://www.legalaidboard.ie/en/lawyers-and-experts/legal-professionals-in-civil-cases/international-protection/terms-and-conditions/ip-claim-form.pdf) shall be the document whereby the solicitor shall be entitled to claim the appropriate fee and any authorised outlay. The appropriate fee is inclusive of any fee that might be paid to a barrister and the Board shall not pay any additional fee for any barrister retained. Care should be taken in completing the Form, as incomplete or improperly completed claim forms will be returned without payment

36. The completed [IP-claim-form](https://www.legalaidboard.ie/en/lawyers-and-experts/legal-professionals-in-civil-cases/international-protection/terms-and-conditions/ip-claim-form.pdf) , together with a copy of the signed Certificate or letter of authority, should be returned to the Board when the services specified in the certificate have been provided and the case has been determined to the point where a fee becomes payable. The appropriate fee can be claimed after each stage, i.e. where any step set out in schedules 2 or 3 below have been completed.

37. Where a solicitor/firm is advised by the Board that a client’s legal aid contribution to the Board is outstanding the solicitor/firm should ensure that the contribution is paid to the Board before providing legal services to the client.

38. Legally aided persons must not be charged any fees and must not be asked to discharge any fees, expenses, costs or outlay, except in accordance with such specific instructions as may be issued in writing from time to time by the Board (e.g. the legal aid contribution). If a legally aided person offers to pay additional money to a solicitor for additional services in their case the solicitor must refuse to accept any such additional money. If a legally aided person offers to pay additional money for the services of another organisation or body to provide services relevant to their case (e.g. Spirasi report, medical report, psychological report, psychiatric report) the solicitor must first seek sanction from the Board for the provision of such services. The solicitor should provide their opinion as to whether such services are necessary for the proper presentation of the case. Only in the event that sanction for such services has been refused by the Board may the solicitor accept payment from the client for such services. The solicitor must inform the Board in writing of the situation before accepting any such payment. Furthermore, legally aided persons must not be asked to sign undertakings to pay for additional services and the charging or accepting of additional fees, expenses, costs or outlay or the seeking of undertakings to pay for additional services shall be grounds for immediately removing a solicitor from the Panel.

39. Once a client has been referred to a solicitor under this scheme if either that solicitor or another solicitor in the same firm decides to take that client on in a private capacity, having been requested by the client to do so, the Board must be notified immediately.

**Fees Payable**

40. There shall be a standard scale of fees (set out in Schedules 2 and 3 below) payable per case to solicitors on the Panel for the provision of services.

41. The fee for an application for international protection includes all legal advice that would normally be provided, including the taking of instructions, the provision of oral and written advice, and the making of submissions/representations to the Minister/International Protection Officer. It also includes the provision of any legal advice sought at any stage in relation to the material reception conditions and access to the labour market.

42. When, at any point in the process, the Minister decides to grant a person asylum, subsidiary protection, or permission to remain in the State, no subsequent case stage fees are payable. For example if the Minister decides to grant a person asylum in the State after the personal interview (case stage 2), only the fee for cases stages 1 & 2 can be claimed. In cases where the Dublin III Regulation has been invoked, case stages 1A and 1B are deemed to take place between case stages 1 and 2.

43. Any fee involving an appeal to the International Protection Appeals Tribunal or the Circuit Court is "all inclusive" and includes all court/tribunal appearances including adjourments / call-backs

44. Legal advice/aid for a spouse/child is not automatically included in a grant of legal advice/aid for international protection and the spouse/child must apply separately to the law centre.

45. The fee for a spouse is the fee payable where the applicant is the spouse or partner of another applicant and the same solicitor or firm provides services to both clients (a full fee will be payable for the first applicant in such cases). Where there is an entirely distinct claim a case can be made to the Board for payment of the full fee for the spouse’s case.

 46. The fee for a child who has a separate case is the fee payable where the applicant is the child of another applicant represented by the same solicitor/firm and the child has a separate asylum case. A full fee will be payable if the solicitor/firm is only representing the child and not either parent.

47. A brief withdrawn fee (of **50%** of the applicable case stage or matter fee) may be payable subject to evidence of work carried out on the file where, for example, a client goes to another solicitor or becomes un-contactable after submission(s) or an appeal have been lodged on behalf of the client but before the client’s interview or hearing has taken place.

48. Where a deportation order is at any point made, the fee includes the provision of advice in relation to the effect of the deportation order and any grounds for judicial review.

49. While a fee for any international protection matter may include legal advice in relation to grounds for judicial review, an applicant must make a separate application for legal aid for judicial review proceedings and if legal aid is granted services will be provided by the law centre. This does not prevent the applicant from privately instructing the solicitor in relation to judicial review on a “no foal no fee” basis or any other kind of private retainer, but the Board will not be liable for any fees in such instances.

50. Solicitors on the Panel shall be responsible for the outlay of any necessary viaticum to secure the attendance of witnesses, but shall be entitled to a refund of any outlay authorised on foot of the certificate or amendment thereof. If it becomes necessary to pay a fee for professional services that has been authorised by the certificate or an amendment thereof, in advance of the determination of a case, an Interim Claim form together with the original fee note may be submitted to the Board. The fee shall be paid by the Board directly to the relevant person or body and the solicitor will be advised when payment has been made.

51. Travel costs will only be payable where authorised in advance. Travel costs will only be payable at relevant public transport rates, unless otherwise agreed by the Board, and can only be claimed once in respect of any particular trip. Travel costs are not payable in the Dublin area. Subsistence costs will not be payable.

**Complaints**

52. Section 31(4) of the Act provides that:

*“Where a person to whom the Board has decided to grant legal aid or advice has - (a) accepted the nomination of a solicitor or selected a solicitor from the solicitors’ panel pursuant to subsection (1) or been granted the services of a solicitor pursuant to an application under subsection (3), or (b) accepted the nomination of a barrister pursuant to subsection (2) or been granted the services of a barrister pursuant to an application under subsection (3),*

*the person may apply to the Board to have the services of that solicitor or barrister dispensed with and the services of another solicitor of the Board or solicitor from the solicitors’ panel or, as may be appropriate, barrister from the barristers’ panel obtained in the matter and where the Board considers it reasonable in all the circumstances, it may consent to the application."*

53. If a client makes a complaint to a solicitor about his/her performance and it is not possible to address the complaint to the client’s satisfaction, the client should be requested to put the complaint in writing and the complaint should be forwarded to the Board. If the Board receives a complaint from a client or if the Board identifies a performance issue, a copy of the complaint or a note of the performance issue shall be forwarded to the solicitor for his/her observations. The Board shall consider the complaint / performance issue in accordance with its “Customer Care and Complaints Procedure”, and also in accordance with the terms and conditions contained herein, including the appendices attached hereto.

**General**

54. Nothing in these Terms and Conditions shall give rise to, or be construed as giving rise to, a relationship of employer and employee between the Board and any solicitor on the Panel.

**Schedule One**

Schedule 1 - Applications for asylum made prior to 31st December 2015 and decided under the Refugee Act 1996.

[OMMITTED AS SPENT]

**Schedule Two**

**Schedule 2**

Fees for services - Applications for International Protection made after 31st December 2016

**Table A: Application for International Protection and Permission to Remain**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Case Stage** | **This fee covers** | **Fee can be claimed when** | **Applicant** | **Spouse** | **Child** |
| **1. Application for International Protection Questionnaire** | Assistance with the making an application for international protection and permission to remain and in the State, including advice in relation to the provision of material reception conditions and access to the labour market. | An applicant's Application for International Protection Questionnaire has been submitted to the International Protection Office | **€300** | **€150** | **€85** |
| **2. Personal Interview** | This fee covers the provision of legal advice in relation to a personal interview with an international protection officer including the making of submissions in relation to international protection and permission to remain and the obtaining of country of origin information | An international protection officer makes a recommendation to the Minister in relation to an applicant's application for international protection | **€300** | **€150** | **€85** |
| **3. Appeal to the International Protection Appeals Tribunal** | This fee covers the drafting of a notice of appeal legal submissions, and advocacy before the Tribunal.  Where the accelerated appeal procedure under section 43 IPA applies and there is no oral hearing, a reduced fee shall be payable. | The Tribunal decides to uphold or overturn the recommendation of the international protection officer. | **€400**            **€250** | **€200**            **€175** | **€80**            **€80** |
| **4. Review of Permission to Remain (s49)**  **International             Protection Regularisation Scheme of 7th February 2022** | Provision of legal advice and the making of submissions in relation to a review by the Minister for Justice in relation to decision on permission to remain pursuant to section 49 of the International Protection Act 2015.  For the provision of legal advice and assistance with making an application pursuant to the International Protection Regularisation Scheme of 7th February 2022 | The applicant is granted permission to remain in the State of a deportation order is made.  An application pursuant to the International Protection Regularisation Scheme is made and the applicant receives a decision on that application | **€100**  **€100** | **€100** | **€80** |
| **5. Revocation or Amendment of Deportation Order** | Provision of legal advice in relation to a deportation order made by the Minister for Justice, pursuant to section 3 of the Immigration Act 1999, to include any representations to the Minister in relation to the possible amendment or revocation of the deportation order. | The Minister decides or refuses (as the case may be) to review or amend the deportation order. | **€250** | **€175** | **€80** |

**Table B: Additional fees payable in cases being processed under Regulation (EU) 604/2013 ("Dublin III Regulation")**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Case Stage** | **This fee covers** | **Fee can be claimed when** | **Applicant** | **Spouse** | **Child** |
| **1A. Dublin III Advices and Submissions to IPO** | Provision of advices and representations to the Protection Office where the client's application is being processed under the Dublin III Regulation, including advices in relation to Article 5 interview if same has not yet taken place, and to include submissions in relation to Dublin III where appropriate. | An applicant's Application for International Protection Questionnaire has been submitted to the International Protection Office | **€195** | **€100** | **€80** |
| **1B. Dublin III Appeal** | Provision of advice drafting notice of appeal and representation at the International Protection Appeals Tribunal for the purpose of an appeal against a decision to transfer the client to another EU jurisdiction on foot of the provisions of the Dublin III Regulation. | The Tribunal decides to uphold or overturn the decision to transfer to the client to another jurisdiction under Dublin III. | **€300** | **€150** | **€80** |

**Table C: Other Fees Payable in International Protection Matters**

In the case of revocation of asylum/subsidiary protection status, the applicant must make a new application for legal services to the law centre. A decision must be taken on this application and a legal aid certificate granted before any services are provided.

In the case of any other matter below, the solicitor must make an application for an amendment to the legal aid certificate or other appropriate authority to cover the particular matter. This must be done before any services are provided.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Case Stage** | **This fee covers** | **Fee can be claimed when** | **Applicant** | **Spouse** | **Child** |
| **Revocation of Asylum/Subsidiary Protection Status (s52 IPA)** | Advice, submissions and representation in the Circuit Court, covering all matter in relation to the revocation of refugee declaration or subsidiary protection declaration under section 52 of the International Protection Act 2015. | The Minister decides, following representations, not to revoke the applicant's declaration of refugee or subsidiary protection status. Alternatively, when an order of the Circuit Court is made. | **€600** | **€300** | **€80** |
| **Inadmissible Application (s21 IPA)** | Advice, submissions and an appeal to the International Protection Appeals Tribunal in respect of the inadmissibility of an application under section 21 of the International Protection Act 2015. | The Minister makes a final decision that the application for international protection is inadmissible, or decides to admit the application. | **€300** | **€150** | **€80** |
| **Consent for Subsequent Application (s22 IPA)** | Advice and submissions in respect of an application for the consent of the Minister for Justice to make a subsequent application under section 22 of the International Protection Act 2015. | An international protection officer makes a recommendation to the Minister that consent to make a subsequent application should be granted or refused. | **€250** | **€175** | **€80** |
| **Appeal in relation to the material reception conditions and access to the labour market** | Appeal to the International Protection Appeals Tribunal under Regulation 21 of the European Communities (Reception Conditions) Regulations 2018, and where there is an oral hearing  Where there is no oral hearing, a reduced fee shall be payable. | The Tribunal takes a decision in relation to the appeal. | **€400**                      **€150** | **€200**                      **€75** | **€80**                    **€50** |

**Notes:**

\* The fee for a spouse is the fee payable where the applicant is the spouse or partner of another applicant and the same solicitor or firm provides services to both clients (a full fee will be payable for the first applicant in such cases). Where there is an entirely distinct claim a case can be made to the Board for payment of the full fee for the spouse’s case.

\*\* The fee for a child who has a separate case is the fee payable where the applicant is the child of another applicant represented by the same solicitor/firm and the child has a separate asylum case. A full fee will be payable if the solicitor/firm is only representing the child and not either parent.

Cases referred to a solicitor from the date of this agreement are referred at the above fee rates. Cases referred to a solicitor under a prior agreement are referred at the fees in place under that agreement.

A brief withdrawn fee may be payable subject to evidence of work carried out on the file where, for example, a client goes to another solicitor or becomes uncontactable after submission(s) or an appeal have been lodged on behalf of the client but before the client’s interview or hearing has taken place.

Fees are only payable for services authorisation in advance by the Board. In this regard solicitors should refer in particular to Section 22 of these terms and conditions.

The appropriate fee can be claimed after each stage has taken place.

**Schedule Three**

**Schedule 3**

Applications for subsidiary protection made prior to 31st December 2016 being dealt under the transitory provisions of the International Protection Act 2015

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Case Stage** | **This fee covers** | **Fee can be claimed when** | **Applicant** | **Spouse** | **Child** |
| **1. Subsidiary Protection Application** | Assistance with the making an application for subsidiary protection and permission to remain in the State | An international protection officer makes a recommendation to the Minister in relation to an applicant's application for subsidiary protection. | **€195** | **€100** | **€80** |
| **2. Appeal to the International Protection Appeals Tribunal** | The drafting of a notice of appeal, legal submissions, and advocacy before the Tribunal. | The Tribunal decides to uphold or overturn the recommendation of the international protection officer | **€195** | **€100** | **€80** |
| **3. Review of Permission to Remain (s49)** | Provision of legal advice and the making of submission in relation to a review by the Minister for Justice and Equality in relation to a decision on permission to remain pursuant to section 49 of the International Protection Act 2015. | The applicant is granted permission to remain in the State of a deportation order is made. | **€100** | **€100** | **€80** |
| **4. Revocation of Amendment of Deportation Order** | Provision of legal advice in relation to a deportation order made by the Minister for Justice and Equality, pursuant to section 3 of the Immigration Act 1999, to include any representations to the Minister in relation to the possible amendment or revocation of the deportation order. | The Minister decides or refuses (as the case may be) to review or amend the deportation order. | **€250** | **€175** | **€80** |

**Notes:**

Schedule 3 relates to a person whose asylum application has been processed and who has been refused asylum at first instance and at appeal stage prior to the commencement of the single procedure provisions of the International Protection Act 2015 following which the client’s subsidiary protection application is considered by the IPAT under the provisions of the International Protection Act 2015.

\* The fee for a spouse is the fee payable where the applicant is the spouse or partner of another applicant and the same solicitor or firm provides services to both clients (a full fee will be payable for the first applicant in such cases). Where there is an entirely distinct claim a case can be made to the Board for payment of the full fee for the spouse’s case.

\*\* The fee for a child who has a separate case is the fee payable where the applicant is the child of another applicant represented by the same solicitor/firm and the child has a separate asylum case. A full fee will be payable if the solicitor/firm is only representing the child and not either parent.

The fee paid at any stage includes reviewing any decision for JR implications and /or advice and consideration as to why a deportation order might be open to challenge.

Cases referred to a solicitor from the date of this agreement are referred at the above fee rates. Cases referred to a solicitor under a prior agreement are referred at the fees in place under that agreement.

A brief withdrawn fee may be payable subject to evidence of work carried out on the file where, for example, a client goes to another solicitor or cannot be contacted after submission(s) or an appeal have been lodged on behalf of the client but before the client’s interview or hearing has taken place.

Fees are only payable for services authorisation in advance by the Board. In this regard solicitors should refer in particular to Section 22 of these terms and conditions.

The appropriate fee is only payable to the private practitioner for a particular stage of the case where an application, submission or appeal (whichever is appropriate) has been lodged on the client’s behalf in relation to the particular stage or where the case has been referred to the solicitor for representation only.

The appropriate fee can be claimed after each stage has taken place.

**Data Protection Obligations**

35. Solicitors are required at all times to hold and treat an applicant’s personal data in accordance with all relevant Data Protection legislation including but not limited to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (“General Data Protection Regulation” or “GDPR”); and the Data Protection Act 2018 (the “Act of 2018”).

36. Solicitors are required to comply with the provisions of the GDPR guidance and templates issued by the Law Society of Ireland of Ireland or any such document replacing same; or if not members of the Law Society, to adhere to data protection standards no less than to those set out in that document.

37. As data controllers under the Act of 2018, solicitors are required to

* Obtain and process information fairly
* Keep it only for one or more specified, explicit and lawful purposes
* Use and disclose it only in ways compatible with these purposes
* Keep it safe and secure
* Keep it accurate, complete and up-to-date
* Ensure that it is adequate, relevant and not excessive
* Retain it for no longer than is necessary for the purpose or purposes
* Give a copy of his/her personal data to an individual, on request

39. Solicitors remain responsible for any personal data held by them until such data is securely destroyed in accordance with the provisions of these terms and conditions, such destruction not to take place until at least the following periods have elapsed:

* In the case of a child care matter, when the youngest child who is the subject of the care order has reached the age of eighteen, but in any event not less than seven years after the file is closed
* In the case of a conveyancing matter, not less than twelve years after the file is closed
* In all other cases, not less than seven years after the file is closed

40. The Legal Aid Board operates a secure mail email system. When sending data in relation to client files, solicitors are required at all times to use the secure mail system provided by the Legal Aid Board.

 41. Nothing in these Terms and Conditions, or in the GDPR, or the Act of 2018, or any other data protection legislation, shall be held to prevent a solicitor from supplying any information regarding the applicant to the Board which is requested and/or required by the Board to decide on any application for legal aid or amendment to the legal aid certificate. Nor shall it be deemed to prevent authorised officers of the Board from reviewing the files of legally aided persons pursuant to the Act and these Terms and Conditions. Section 32 (2) of the Civil Legal Aid Act 1995 provides that:

*“Notwithstanding the relationship between, or rights and privileges of, a solicitor or barrister and an applicant for, or person in receipt of, legal aid or advice, a solicitor or barrister providing legal aid or advice shall, if so requested by a person authorised in that behalf by the Board, provide the person with any information, in such form as the person may specify, relating to legal aid or advice provided to or by an applicant or person in receipt of legal aid or advice, which is required by the Board for the purpose of enabling the Board to discharge its functions under this Act.”*