

## **PART B – APPLICATION FORM**

**Important Notice:** Before completing and submitting this application form, please read and ensure you understand the grant conditions detailed below.

If you wish to apply for this Grant on the whole terms and conditions as set out in this application and Schedules, you should –

- (a) complete this Application form;
- (b) sign and date the declaration in relation to this application on page 10,11 and 12;
- (c) complete the name of Grantee at pages 13, 19 and 24;
- (d) sign and date the Grant Acceptance Form on page 19 and 20;
- (e) sign and date the Statement of Compliance Form on page 24; and
- (f) send your completed application via email to the Scottish Government at:

**LABSGrant@gov.scot**

**All documents listed above should be signed and returned when submitting an application.**

If completing the application manually you should retain a second copy of the application for your own records.

## Section A: Information about the Applicant:

### Name of Firm / Law Centre

Click or tap here to enter text.

### Details

Name

Click or tap here to enter text.

Email Click or tap here to enter text.

Phone Click or tap here to enter text.

### Firm address

Address 1 Click or tap here to enter text.

Address 2 Click or tap here to enter text.

City Click or tap here to enter text.

County Click or tap here to enter text.

Post Code Enter Post Code.

### Status of your firm

What is the legal status of your firm?  
Choose an item.

NB, OPTIONS of TEXT PAGE BUT  
THERE IS A DROP DOWN TO SELECT.

\* Options are: (1) Sole Practitioner, (2) Partnership, (3) LLP, (4) Limited Company, (5) Law Centre, (6) Firm which provides legal services for a connected law centre.

Is your organisation registered as a charity? (Leave it blank if answer is no)

If the answer is yes, please enter your OSCR charity number: Click or tap here to enter text.

Scottish Legal Aid Board Firm Code

What is SLAB legal aid code of your firm? Click or tap here to enter text.

## Section B: Applicant's Finance Information:

### Eligibility Criteria

The eligibility criteria requires that any firm or organisation applying for an award must be actively delivering legal aid services. The conditions below define as an active organisation as one which has had at least 25 legal aid granted applications during the financial year 2019-20 and at least 12 legal aid applications granted during the financial year 2020-21.

I agree to support the principles of the Scottish Government's Renew, Recover and Transform Programme and commit to continue to provide Legal Aid provision until 31 March 2022.

☐ Yes

☐ No

I accept and understand that the best legal fee income will be confirmed against the data that The Scottish Legal Aid Board hold and used for the purpose to calculate any final offer of grant award.

☐ Yes

☐ No

I agree and understand that the best legal fee income will be placed into one of the three banding below:

| Band | Best Legal Aid Fee Income Band | Grant   |
|------|--------------------------------|---------|
| 1    | from £0 up to £193,771         | £6,079  |
| 2    | from £193,772 up to £384,860   | £22,206 |
| 3    | from £384,861 (no upper limit) | £54,990 |

☐ Yes

☐ No

### Coronavirus Resilience and Recovery Fund (CRRF) – Grant Received (B)

Did your firm receive a payment from the Coronavirus Resilience and Recovery Fund (CRRF)?

☐ Yes

☐ No

I agree and understand that any amount I received under CRRF will be confirmed against the records that the Scottish Government hold and used for the purpose to calculate any final offer of grant award.

☐ Yes

☐ No

**Bank Details** – We require your Firm's Bank Details for any eligible payment from the Fund

**Name of the Bank**

Click or tap here to enter text.

**Address of Bank's Branch**

Click or tap here to enter text.

**Sort Code**

Click or tap here to enter text.

**Account Number**

Click or tap here to enter text.

### Section C: Declaration:

I hereby declare that –

- (a) I wish to apply for a grant from the Legal Aid Support and Recovery Business Fund;
- (b) I have read and understand the grant conditions and eligibility criteria;
- (c) I understand that by submitting this application I am agreeing to enter into a legal agreement with the Scottish Ministers if my application is successful, and I accept that the whole terms and conditions as set out in this application and Schedules will apply in respect of any award made;



- (d) I understand the information supplied by me will be treated in confidence, but may be submitted for checking against records held by the Scottish Legal Aid Board, where it is necessary for the purposes of assessing eligibility for grant;
- (e) I authorise the Scottish Legal Aid Board to provide the Scottish Government with any information relevant to this application, and with any information needed to check the information I have provided. I understand any information provided to the Scottish Legal Aid Board in connection with this may be used for its statutory purposes;
- (f) I understand and agree that any grant award will be paid only after the verification of my application against the eligibility criteria;
- (g) to the best of my knowledge and belief, the information provided in this application form is true, complete and accurate; and
- (h) I hold the relevant signing authority in respect of the organisation named below.

Signed:

**Print Organisation/Firm name:** Click or tap here to enter text.

GRANTEE / APPLICANT

**Print name:** Click or tap here to enter text.

PERSON SIGNING

**Position in organisation of person signing:** Click or tap here to enter text.

**Place of signing:** Click or tap here to enter text.

**Date:** Click or tap here to enter text.

Signed (Witness):



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**Witness Name:** Click or tap here to enter text.

**Address:** Click or tap here to enter text.

**Date:** Click or tap here to enter text.

## OFFER OF GRANT

The Scottish Ministers in exercise of their powers under section 126 of the Housing Grants, Construction and Regeneration Act 1996 hereby offer to give to:

Enter name of Grantee.

FIRM JAME

("the Grantee") a grant of an amount to be determined in accordance with the calculation process set out in Part 1 of **SCHEDULE 1** payable over the financial year/s 01/04/2021 to 31/03/2022, in connection with the purposes of the Legal Aid Support and Recovery Business Fund, which is more particularly described in Part 1 of **SCHEDULE 1**, that grant being subject to the following terms and conditions:

### 1. Definitions and Interpretation

- 1.1 In these Conditions, the words and expressions set out in **SCHEDULE 3** shall have the meanings ascribed to them in that Schedule.
- 1.2 In these Conditions unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.
- 1.3 The headings in these Conditions are for convenience only and shall not be read as forming part of the Conditions or taken into account in their interpretation.
- 1.4 Except as otherwise provided in these Conditions, any reference to a clause, paragraph, sub-paragraph or schedule shall be a reference to a clause, paragraph, subparagraph or schedule of these Conditions. The schedules are intended to be contractual in nature. They form part of the Agreement and should be construed accordingly.
- 1.5 This Agreement shall not be varied except by an instrument in writing signed by both parties.

### 2. Purposes of the Grant

- 2.1 The Grant is made to enable the Grantee to provide legal aid services in Scotland, in accordance with the purposes of the Legal Aid Business Support and Recovery Fund as further described in **SCHEDULE 1**.
- 2.2 The Grant shall only be used in connection with the purposes specified in clause 2.1.
- 2.3 Without prejudice to clauses 2.1 and 2.2, the Grant may be used in such a way as to have incidental benefits to the Grantee which are not directly related to the purpose specified in clause 2.1, including in relation to the Grantee's provision of other legal services, provided that such use of the Grant is consistent with the purpose specified in clause 2.1.
- 2.4 No part of the Grant shall be used to fund any activity or material which is party political in intention, use, or presentation or appears to be designed to affect support for a political party.
- 2.5 The main objectives/expected outcomes of the Grant are:
  - The continued provision of legal aid services by the Grantee until 31 March 2022.

- 2.6 The targets/milestones against which progress in achieving objectives/expected outcomes shall be monitored are:
- Quarterly reports issued by SLAB to the Scottish Ministers, up to the end of 31 March 2022, which will include details of the level of legal aid work undertaken by the Grantee. The Scottish Ministers will assess progress towards the delivery of legal aid service provision on receipt of these reports.

2.7 The eligible costs for which the Grant can be used are:

- Any costs directly or indirectly associated with the provision of legal services.
- Any costs associated with supporting the principles of the Scottish Government's Renew, Recover and Transform Programme.

2.8 The eligible costs exclude:

- Any Value Added Tax (VAT) reclaimable by the Grantee.
- Winding up costs for the Grantee in the event that they decide to permanently close.

### **3. Payment of Grant**

- 3.1 The Grant shall be paid by the Scottish Ministers to the Grantee in accordance with the terms of **SCHEDULE 1** attached.
- 3.2 The Grantee shall submit to the Scottish Ministers, with their application, a statement of compliance with the Conditions of the Grant using the form of words provided in **SCHEDULE 2**. The statement shall be signed by a director or individual with the relevant authority.
- 3.3 In the event that the amount of the Grant paid by the Scottish Ministers to the Grantee at any point in time is found to exceed the amount of the expenses reasonably required by the Grantee in connection with the purposes set out at clause 2.1, the Grantee shall repay to the Scottish Ministers the amount of such excess within 14 days of receiving a written demand for it from or on behalf of the Scottish Ministers. In the event that the Grantee fails to pay such amount within the 14 day period, the Scottish Ministers shall be entitled to interest on the sum at the rate of 2 per cent per annum above the Bank of England base lending rate prevailing at the time of the written demand from the date of the written demand until payment in full of both the sum and the interest.
- 3.4 The Scottish Ministers shall not be bound to pay to the Grantee, and the Grantee shall have no claim against the Scottish Ministers in respect of, any instalment of the Grant which has not been claimed by the Grantee by 24 August of the applicable financial year as set out in **SCHEDULE 1**, unless otherwise agreed in writing by the Scottish Ministers.

### **4. Inspection and Information**

- 4.1 The Grantee shall inform the Scottish Government in writing of any change in circumstances which may affect the accuracy of the information provided in their application.



- 4.2 Revisions to targets/milestones against which progress in achieving objectives/outcomes are monitored shall be subject to the written agreement of the Scottish Ministers.
- 4.3 The Grantee shall, if so requested by the Scottish Ministers, submit a report to the Scottish Ministers summarising the outcomes of the Grant.
- 4.4 The Grantee shall also provide any other information that the Scottish Ministers may reasonably require in relation to the Grant and the Agreement. The Grantee shall provide the Scottish Ministers with prompt access to any information they reasonably require to ensure compliance with these Conditions.
- 4.5 The Grantee shall keep and maintain for a period of: 6 years after the expenditure occurs, adequate and proper records and books of account recording all receipts and expenditure of monies paid to it by the Scottish Ministers by way of the Grant. The Grantee shall afford the Scottish Ministers, their representatives, the Auditor General for Scotland, his/her representatives and such other persons as the Scottish Ministers may reasonably specify from time to time, such access to those records and books of account as may be required by them at any reasonable time in response to a written request for such access from the person seeking it. The Grantee shall provide such reasonable assistance and explanation as the person carrying out the inspection may from time to time require.
- 4.6 In the event of the Grantee becoming aware of or suspecting any irregular or fraudulent activity that may have any impact on the Grantee's delivery of legal services or on the use of the Grant, or any part of it, the Grantee shall immediately notify the Scottish Ministers of such activity and provide such other information as the Scottish Ministers may reasonably require in relation to the impact on the Grantee's delivery of legal services and the use of the Grant.
- 4.7 The Grantee shall immediately inform the Scottish Ministers of any change in its constitution for example, but not limited to, a change in status from one type of body corporate to another.

## **5. Confidentiality and Data Protection**

- 5.1 The Grantee will respect the confidentiality of any commercially sensitive information that they have access to as a result of the Grant.
- 5.2 Notwithstanding the above, the Grantee may disclose any information as required by law or judicial order. All information submitted to the Scottish Ministers may need to be disclosed and/or published by the Scottish Ministers. Without prejudice to the foregoing generality, the Scottish Ministers may disclose information in compliance with the Freedom of Information (Scotland) Act 2002, any other law, or, as a consequence of judicial order, or order by any court or tribunal with the authority to order disclosure. Further, the Scottish Ministers may also disclose all information submitted to them to the Scottish or United Kingdom Parliament or any other department, office or agency of Her Majesty's Government in Scotland, in right of the Scottish Administration or the United Kingdom, and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that the Scottish Ministers shall if they see fit disclose such information but are unable to impose any restriction upon the information that it provides to Members of the Scottish Parliament,

or Members of the United Kingdom Parliament; such disclosure shall not be treated as a breach of this agreement.

- 5.3 The Grantee shall ensure that all requirements of the Data Protection Laws are fulfilled in relation to the Grant.
- 5.4 To comply with section 31(3) of the Public Services Reform (Scotland) Act 2010, the Scottish Ministers publish an annual statement of all payments over £25,000. In addition, in line with openness and transparency, the Scottish Government publishes a monthly report of all payments over £25,000. The Grantee should note that where a payment is made in excess of £25,000 there will be disclosure (in the form of the name of the payee, the date of the payment, the subject matter and the amount of grant) in both the monthly report and the annual Public Services Reform (Scotland) Act 2010 statement.

## **6. Intellectual Property Rights**

- 6.1 All Intellectual Property Rights are hereby assigned to and shall vest in the Crown or its assignees.
- 6.2 The Grantee shall ensure that nothing contained in any materials produced or submitted to the Scottish Ministers by the Grantee or anyone acting on its behalf nor the reproduction of such materials, shall constitute an infringement of any third party copyright or intellectual property right and shall indemnify the Scottish Ministers against all actions, proceedings, claims and demands made by reason of any such infringement.

## **7. Default and Recovery etc. of Grant**

- 7.1 The Scottish Ministers may re-assess, vary, make a deduction from, withhold, or require immediate repayment of the Grant or any part of it in the event that:
  - 7.1.1 The Grantee commits a Default;
  - 7.1.2 The Scottish Ministers consider that any change or departure from the purposes for which the Grant was awarded warrants an alteration in the amount of the Grant;
  - 7.1.3 The Grant has been obtained by, or the amount of the Grant has been affected by, fraud or misrepresentation;
  - 7.1.4 The Grantee has received a Grant payment which exceeds the amount due to them in accordance with these Conditions.
- 7.2 If the Grant (or any part or condition thereof) does not comply with applicable Subsidy Control obligations, Scottish Ministers may require immediate repayment of the Grant or any part of it together with interest at such rate and on such basis as may be determined from time to time in accordance with law.
- 7.3 The Scottish Ministers may withhold the payment of the Grant if at any time within the duration of the Agreement:
  - 7.3.1 The Grantee passes a resolution that it be wound up, or a court makes an order that the Grantee be wound up, in either case otherwise than for the purposes of reconstruction or amalgamation, or circumstances arise which would enable a court

to make such an order or the Grantee is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

7.3.2 Where the Grantee is an individual, if a petition is presented for the Grantee's bankruptcy or the sequestration of his estate or a criminal bankruptcy order is made against the Grantee; or the Grantee makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignation for the benefit of creditors, or if an administrator or trustee is appointed to manage his affairs; or

7.3.3 A receiver, manager, administrator or administrative receiver is appointed to the Grantee, or over all or any part of the Grantee's property, or circumstances arise which would entitle a court or a creditor to appoint such a receiver, manager, administrator or administrative receiver.

7.4 In the event that the Grantee becomes bound to pay any sum to the Scottish Ministers in terms of clause 7.1, the Grantee shall pay the Scottish Ministers the appropriate sum within 14 days of a written demand for it being given by or on behalf of the Scottish Ministers to the Grantee. In the event that the Grantee fails to pay the sum within the 14 day period, the Scottish Ministers shall be entitled to interest on the sum at the rate of 2 per cent per annum above the Bank of England base lending rate prevailing at the time of the written demand, from the date of the written demand until payment in full of both the sum and interest.

7.5 Notwithstanding the provisions of this clause 7, in the event that the Grantee is in breach of any of the Conditions, the Scottish Ministers may, provided that the breach is capable of a remedy, postpone the exercise of their rights to recover any sum from the Grantee in terms of clause 7 for such period as they see fit, and may give written notice to the Grantee requiring it to remedy the breach within such period as may be specified in the notice. In the event of the Grantee failing to remedy the breach within the period specified, the Grantee shall be bound to pay the sum to the Scottish Ministers in accordance with the foregoing provisions.

7.6 Any failure, omission or delay by the Scottish Ministers in exercising any right or remedy to which they are entitled by virtue of clauses 7.1 to 7.3 shall not be construed as a waiver of such right or remedy.

## **8. Assignment**

The Grantee shall not be entitled to assign, sub-contract or otherwise transfer its rights or obligations under the Agreement without the prior written consent of the Scottish Ministers.

## **9. Termination**

The Agreement may be terminated by the Scottish Ministers giving not less than 3 months' notice in writing from the date of the notice being sent.

## **10. Corrupt Gifts and Payments of Commission**

The Grantee shall ensure that its employees shall not breach the terms of the Bribery Act 2010 in relation to this or any other grant. The Grantee shall ensure that adequate controls are in place to prevent bribery.

## **11. Continuation of Conditions**

- 11.1 These Conditions, except for Condition 4.5, shall continue to apply for a period of 5 years after the end of the financial year in which the final instalment of the Grant was paid.
- 11.2 Condition 4.5 shall continue to apply until the end of the period referred to in that Condition.

## **12. Compliance with the Law**

The Grantee shall ensure that in relation to the Grant, they and anyone acting on their behalf shall comply with the relevant law, for the time being in force in Scotland.

## **13. Governing Law**

This contract is governed by the Law of Scotland and the parties hereby prorogate to the exclusive jurisdiction of the Scottish Courts.

Yours sincerely



**DENISE SWANSON**  
Interim Deputy Director  
Civil Law and Legal System Division  
4 August 2021



## GRANT ACCEPTANCE

On behalf of **Name of Grantee**

*FIRM NAME*

I accept the foregoing offer of Grant by the Scottish Ministers dated **Click here to enter a date**

*INSERT DATE FOR COMPLETE FIRM*

on the whole terms and conditions as set out in the letter and annexed Schedules.

I confirm that **Name of Grantee** *FIRM NAME* is solvent.

I confirm that I hold the relevant signing authority.

Signed:

*[Signature]*

**Print Name:** Click or tap here to enter text.

**Position In Organisation of Person Signing:** Click or tap here to enter text.

**Date:** Click here to enter a date.

**Place of Signing:** Click or tap here to enter text.

**Witness Signed:**

*[Signature]*

**Witness Name:** Click or tap here to enter text.

**Address:** Click or tap here to enter text.

**Date:** Click here to enter a date.

**Place of Signing:** Click or tap here to enter text.

## **SCHEDULE 1**

### **PART 1: The Legal Aid Support and Recovery Business Fund**

#### **Overview of project**

The Legal Aid Support and Recovery Business Fund has been created to provide financial support those who provide legal aid services in Scotland. The aim of the fund is to enable the publicly funded legal aid sector to adapt to tackle the impact of the Coronavirus pandemic and to deliver a more effective and efficient justice system, consequently reducing the present backlog of legal aid court cases. This project is being implemented within the scope of the Recovery, Renew and Transform (RRT) Programme and has the particular purpose of supporting economic and social regeneration and recovery.

#### **Eligibility for funding**

Grant awards will be made only to firms that are actively providing legal aid services. To be considered an active firm providing legal aid services, applicants must fulfil all of the conditions described below:

1. Applicants must have had at least 25 grant applications for legal aid fees to the Scottish Legal Aid Board ("SLAB") granted during the period comprised between 1 April 2019 and 31 March 2020;
2. Applicants must have had at least 12 grant applications for legal aid fees to SLAB granted during the period comprised between 1 April 2020 and 31 March 2021;
3. Applicants must support the principles of the Scottish Government's Renew, Recover and Transform Programme and;
4. Applicants must commit to continuing to provide Legal Aid services until 31 March 2022.

#### **Amount of Grant Award**

Grant awards will be made to applicants who meet the eligibility criteria.

The amount of the Grant to be awarded will be calculated with reference to each Grantee's 'best' total legal aid fee income during the Financial Year 2019-20 (1st April 2019 and 31st March 2020) and during the Financial Year 2020-21 (1st April 2020 and 31st March 2021) using legal aid fee income records from the Scottish Legal Aid Board.

The highest of the two years will be the best total legal aid fee income and will be used to determine the amount of Grant. The provisional amount of the Grant to be awarded to the Grantee will be calculated with reference to the bands below.

| Band | Best Legal Aid Fee Income Band | Grant   |
|------|--------------------------------|---------|
| 1    | from £0 up to £193,771         | £6,079  |
| 2    | from £193,772 up to £384,860   | £22,206 |
| 3    | from £384,861 (no upper limit) | £54,990 |

However, any payment the Grantee received under the Coronavirus Resilience and Recovery Fund (CRRF) will be deducted from this amount. If, after taking the CRRF into account, the resulting number is less or equal to zero, no Grant will be considered payable to the Grantee at the provisional stage.

If, after concluding an assessment of all the applications received once the Fund is closed, Scottish Ministers identify an underspend of the total budget allocated to the Legal Aid Business Support and Recovery Fund, the remaining funds from that budget will be divided in equal parts between the three bands above.

In that case, all the successful applicants will receive an equal share of the amount which has been allocated to their band, and will have their award recalculated. Successful applicants who had been identified as eligible but for whom provisional calculations resulted in a payment of equal to or less than zero may at that stage become eligible for a grant award.

## PART 2: PAYMENT OF GRANT

1. The Grant will be paid in full as set out in **Part 1 of this SCHEDULE 1** by the Scottish Ministers to the Grantee following receipt of a completed application form, acceptance of the grant conditions and verification by the Scottish Ministers that the Grantee meets the eligibility criteria. The Grantee shall be taken to have claimed the full Grant amount by signing the Grant Acceptance. The documents to be returned are listed below:

- (a) completed Application Form;
- (b) signed and dated Declaration in relation to the application on page 10,11 and 12;
- (c) completed name of Grantee at pages 13,19 and 24;
- (d) signed and dated Grant Acceptance Form on page 19 and 20;
- (e) signed and dated Statement of Compliance Form on page 24.



2. The total Grant shall be payable over the financial year 2021 to 2022. The Scottish Ministers shall not be bound to pay any instalment of the Grant which has not been claimed by the Grantee by 24 August of the applicable financial year, unless otherwise agreed in writing by the Scottish Ministers.

3. Payment of the Grant is conditional on the Grantee providing such explanatory or supplementary material as the Scottish Ministers may from time to time require whether before or after submission of the application.

4. The Scottish Ministers shall use their best endeavours (but shall be under no obligation or duty) to pay the full Grant award to the Grantee within 8 weeks of receiving the Grantee's application and acceptance of the grant conditions, provided that all required documentation and information is correctly submitted by the Grantee.

## SCHEDULE 2

### STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT

This Schedule must be signed by a director or individual with the relevant authority

The Legal Aid Business Support and Recovery Fund

This is to confirm that the grant claimed by

«Name of Grantee»

firm name

in relation to the Legal Aid Business Support and Recovery Fund during the financial year ended 31 March 2022 was properly due and was used for its intended purpose(s) in accordance with the terms and conditions of the Grant.

This statement is supported by the records of «name of Grantee».

firm name

I confirm that I hold the relevant signing authority.

Signed by:

[Signature area]

**Name:** Click or tap here to enter text.

**Position:** Click or tap here to enter text.

**Date:** Click here to enter a date.