



**An Bord Um
Chúnammh Dlíthiúil**
Legal Aid Board

Providing access to justice since 1979

Assisted Decision Making Solicitors Panel

Terms and conditions

March 2023

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Introduction

1. Section 30(3)(a) of the Civil Legal Aid Act 1995 (“the Act of 1995”) 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. The Board has decided to establish and maintain a panel of solicitors who are willing to provide services to legally aided persons in respect of applications pursuant to the Assisted Decision Making (Capacity) Act 2015 (the “Act of 2015”) pursuant to these Terms and Conditions. The Panel is to be known as the “Assisted Decision Making Solicitors Panel” (hereinafter referred to in this document as “the Panel”).
2. In these terms and conditions, the expression “relevant person” has the same meaning as it does in the Act of 2015 and the expression “ward” means a ward of court.

Panel of solicitors

3. Any solicitor who agrees to abide by these Terms and Conditions and who wishes to have his or her name placed on the Panel must apply in writing to the Board on the form Application for Entry onto Panel contained at Appendix 1 in this document.
4. The solicitor must give an undertaking, contained in the form at Appendix 1, to comply with the Terms and Conditions herein and the provisions of the Acts of 1995 and 2015 and (where the legally aided person is a relevant person) with the provisions of any code of practice for legal representatives issued by the Director of the Decision Support Service pursuant to the Act of 2015 when providing legal aid and/or advice.
5. 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 Panel. The current figure is €1.5 million in any one case, but the Board may revise this amount from time to time.
6. 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. The Board reserves the right to immediately suspend or remove any solicitor from the panel where it comes to its attention that the solicitor is not in compliance with tax clearance procedures.
7. Any solicitor whose application has been accepted for membership of the Panel may be required, prior to his or her name being entered onto the Panel, to participate in a training course provided by the Board (which may be provided via an appropriate video-conferencing platform). Demonstration of attendance at a third party provided training course covering the law and practice relating to the Act

of 2015 may be deemed to have satisfied that requirement. The solicitor's name will not be entered onto the Panel unless the Board is satisfied that the solicitor has fully completed the course or that previous attendance at a third party provided course satisfies the training needs. While there will be no charge for attending the course, the Board will not be responsible for any costs including travel and subsistence incurred in attending.

8. Appointment to the Panel is a personal appointment and cases cannot be transferred to another solicitor on the Panel (even to another solicitor in the same firm or practice) without the express permission of the Board. The Board will determine what fee, if any, is payable before a transfer is agreed. A separate fee will not be paid if the transfer is to another solicitor in the same firm or practice.
9. It is the Board's decision as to whether any applicant for membership of the Panel meets the requirements (including attendance at the training course) for membership of the Panel.
10. Applications for membership of the Panel can be forwarded to Decision Making and External Services, Legal Aid Board, Quay Street, Cahirciveen, Co. Kerry V23 RD36, DX 166 004 CAHIRCIVEEN, or by email to admcap@legalaidboard.ie
11. In the event of membership of the Panel meeting the numbers required, the Board may defer entering further successful applicants on to the Panel for so long it deems necessary.
12. The Panel shall be in place from the date of commencement of the substantive provisions of the Act of 2015 subject to the following:
 - a. In the event of different parts of the Act being commenced on different dates, the Panel shall be in place from the date of commencement of Part 5 or Part 6 whichever comes first.
 - b. In the event of the Act being commenced prior to the constitution of a Panel, the Panel shall be in place from such date which the Director of Decision Making and External Services (Civil) may by way notice to the members of the Panel give.
13. The Board may, on giving one month's notice to solicitors on the Panel, terminate the operation of the Panel at any time. The Board reserves the right to periodically review the terms and conditions depending on the experience of providing services pursuant to the Act of 2015 and any reviews undertaken of it, or for any reason it deems fit.
14. The Panel shall be in place for a period of three years from the date it is put in place, but the Director of Decision Making and External Services (Civil) may determine that it may continue in operation for such period following that period as is deemed appropriate and may make further such determinations on subsequent occasions.

15. Solicitors on the Panel must have access to e-mail facilities and must have IT software that is compatible with Microsoft Office in order to ensure the effective and efficient administration of the Panel. They must also have access to a scanner and accompanying software capable of converting a paper file to Adobe PDF format. 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 attached at Appendix 5.
16. Solicitors participating in the panel should not accept any work that would conflict with their work as a member of the Panel or create an appearance of a conflict. In particular the Board may decide, where the relevant person/ward is not the Applicant in the proceedings, that it is appropriate that the Applicant in the proceedings and the relevant person/ward obtain separate representation.

Scope of the service to be provided by the solicitors panel

17. Panel solicitors providing services on foot of these terms and conditions may provide services to persons, including relevant persons and wards, granted an authority to obtain legal advice from a panel solicitor in connection with any matter (other than a criminal law matter) under the Act of 2015 or granted a legal aid certificate in connection with civil proceedings under the Act of 2015.
18. For the avoidance of doubt the scope of the Panel will not extend to:
 - a. The entirety of Parts 9, 10 or 11 of the Act of 2015
 - b. The prosecution or defence of the criminal offences created in sections 34, 80, 90, or 145 of the Act of 2015 or any other provision which in the view of the Director of Decision Making and External Services (Civil) creates a criminal offence.
19. A legal aid certificate shall be deemed, where appropriate to include any application for an interim order or to vary or discharge an interim order which is made consequential to the substantive application and there shall be no requirement to amend the legal aid certificate to provide for representation in such applications nor will any additional fee be payable.
20. Where a legally aided person is required (whether by virtue of section 36(3) or any other provision of the Act of 2015) to obtain the leave of the Court to make an application then the legal aid certificate and any fee payable on foot of same shall be deemed to include the application for leave and no additional fee shall be payable. However where such an application is unsuccessful, the solicitor shall not be entitled to the full fee for the application but shall instead be entitled to claim a leave application fee as set out in Schedule 1.
21. Where the Court adjourns proceedings for the purpose of allowing the relevant person or ward to register a co-decision making arrangement, and the solicitor is acting either for the said relevant person or ward or for the person who is willing to act as co-decision maker, then the legal aid certificate may be amended to allow

the solicitor to act in connection with the drafting and registration of a co-decision making agreement subject to obtaining authority in advance from the Board to do so. Such authority will be conveyed by way of amendment to the legal aid certificate and will not be unreasonably withheld subject to production of a copy of the court order.

Operation of the Panel

22. Persons seeking legal aid services make their applications at law centres. In the event that an applicant is granted legal advice in connection with a matter within the scope of the Panel or a legal aid certificate in respect of civil proceedings within the scope of the Panel, the Board may refer the person to the Panel to select a solicitor from the Panel to act on their behalf. The person shall advise the Board of the nominated solicitor and the Board shall furnish the solicitor with:

- two copies of, as appropriate:
 - a letter of authority to provide legal advice in connection with a specified matter; or
 - a legal aid certificate which will indicate the legally aided person's name and 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

23. In exceptional cases, where a relevant person or ward may require urgent action to be taken, or where a relevant person or ward is the subject of an application which will be heard urgently by the court, a solicitor should contact the Legal Aid Board by phone (066 947 1000) with a view to making an emergency application for legal aid on the applicants behalf. The Board may grant a certificate pursuant to the emergency procedure.

24. An applicant who is offered legal aid under the emergency procedure will normally be required to sign a *pro forma* undertaking to repay the cost of the legal aid being provided to the Board in the event the Board later decides not to grant legal aid. The Board may decide in certain cases not to require a relevant person or ward to sign the undertaking if in its view to seek the undertaking would not be appropriate in the circumstances of the case. Where the Board decides that an undertaking is required, the solicitor must ensure the applicant signs this undertaking (which should be returned to the Board at the earliest opportunity) before providing any service. The Board may decline to discharge the fees of any solicitor who provides services under an emergency offer of legal aid to a person required to provide an undertaking who does not do so, in the event that it decides not to grant legal aid to that person.

25. The letter of authority / legal aid certificate shall be the solicitor's authority to provide legal advice or legal aid (as the case may be) to the client. One copy of the authority/certificate should be retained by the solicitor on the client file. The

second copy of the authority/certificate should be attached to the Claim Form for payment of the fee and any outlay, when the case is concluded.

26. Legal services cannot be provided without a valid letter of authority to provide legal advice or a valid legal aid certificate.
27. It is an essential requirement that where a solicitor is engaged on foot of any matter authorised under a legal aid certificate, they continue to provide services for that matter. Failure to do so without good reason will be regarded as grounds for removal from the Panel.
28. The service to be provided shall also include but not be limited to:
- Taking instructions from the applicant and giving legal advice.
 - Where necessary, drafting appropriate court documents/affidavits
 - Facilitating the client in attending mediation in appropriate cases and providing necessary legal advice
 - Engaging in settlement negotiations
 - Obtaining (where necessary, and where sanctioned by the Board) appropriate expert medical evidence
 - Where appropriate, drafting terms of settlement/orders.
 - Where appropriate and authorised by the Board, drafting and registering on behalf of the applicant a co-decision making agreement
 - Representing the applicant in court
 - Follow up work as required

29. Section 33(7A) of the Act of 1995 (as amended by section 52((e) of the Act of 2015 following the commencement of Part 5) states:

“Where a legal aid certificate has been granted to an applicant who is a relevant person who does not satisfy the criteria in respect of financial eligibility specified in section 29, the Board may seek to recover some or all of the costs of providing the legal aid to the relevant person concerned.”,

It is expected that the Assisted Decision Making (Capacity) (Amendment) Bill 2022 will if enacted make similar provision in respect of applicants who are wards of court.

It is a requirement that solicitors acting for relevant persons assist the Board to the greatest extent possible in the operation of the mechanism that will be put in place to facilitate the recovery of the costs of providing legal aid to the relevant person or ward concerned. The Board expects that Regulations will be put in place (made under section 37(2)(fb) of the 1995 Act as amended) that will set out the operation of the mechanism for the recovery of costs.

Amending legal aid certificates

30. If a solicitor considers that further steps that will incur expenditure are required **to progress the application before the Court, over and above those authorised on the certificate**, for example, that an expert report should be obtained, that professional or other witnesses are required, an application must be made in writing seeking an amendment to the certificate to incur such expenditure. Such application should provide sufficient information, particularly in relation to how the additional expenditure / steps are 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 should be made to Decision Making and External Services, Legal Aid Board, Quay St, Cahirciveen, Co Kerry, V23 RD36, DX 166004 CAHIRCIVEEN or by email to: admccapp@legalaidboard.ie.
31. In the event that a party wishes to appeal a decision to a higher court and be legally aided for such appeal then the solicitor acting for such party shall submit an application for a legal aid certificate to authorise such appeal. The solicitor when submitting such application shall state in writing (whether by letter or in such form as may from time to time be provided by the Board) why an appeal should be granted having regard to the applicable merit criteria under the Civil Legal Aid Act 1995. The fees payable in respect of such appeal shall be the same as are payable in the lower court under these terms and conditions.
32. 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.
33. Decisions by the Board to refuse applications legal aid certificates and for amendments to legal aid certificates shall be subject to the relevant review and appeal procedures contained and the Civil Legal Aid Regulations 1996 to 2021 (Regulation 12).

Retention of a barrister

34. Save as provided for below, the fee payable to a solicitor for legally aided work under these Terms and Conditions is inclusive of any fee that might be paid to a barrister and no additional fee will be paid by the Board or for any barrister retained. Having regard to this provision and to their own professional judgement, it is a matter for the individual solicitor, in accordance with his or her client's instructions, to decide whether a barrister should be retained. Where a barrister is retained it is a matter for the solicitor and barrister to come to an arrangement for the barrister's remuneration and the Board is not responsible for this.
35. As an exception to the foregoing paragraph, if the solicitor considers that the services of Senior Counsel are necessary, the Board will not be liable for any

additional barrister's fees unless the solicitor first seeks, and receives authorisation, from the Board to engage Senior Counsel. It will be necessary for the solicitor to set out clearly the reasons why Senior Counsel is considered necessary. Such reasons should be set out in correspondence or by email to admccapp@legalaidboard.ie, Decision Making and External Services, Legal Aid Board, Quay St, Cahirciveen, Co Kerry V23 RD36. DX 166004 CAHIRCIVEEN. The Board considers that the circumstances in which Senior Counsel would be briefed in the Circuit Court would need to be highly exceptional.

36. It is a requirement that where a barrister is briefed, the solicitor satisfies himself or herself that the barrister has the necessary experience and training to carry out the work in accordance with the requirements of the Act and Regulations and also that the barrister is briefed in good time and provided with all information relevant to the applicant's case in a timely manner. The solicitor remains responsible for the quality of the legal service and representation provided.

Quality assurance

37. Solicitors operating under these Terms and Conditions 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.
38. The Board is committed to the provision of a quality legal service to its clients and may from time to time provide solicitors on the Assisted Decision Making Solicitors Panel with guidelines on the approach to be adopted in dealing with matters within the ambit of this Panel. The Board may issue Best Practice Guidelines in this regard. Solicitors on the Panel are expected to act in broad compliance with the Guidelines at all times.
39. A solicitor on the Panel shall provide the Board with any information relating to a person in receipt of legal services, which is required by the Board for the purpose of enabling the Board to discharge its functions under the Act. Such information shall be furnished within fourteen days of any such request. Solicitors shall retain files of persons for a period of six years from the date of completion of the services provided or (if longer) such further period as the Law Society of Ireland may recommend or specify. For the purposes of this paragraph the "date of completion" shall in the case of a relevant person who is the subject of a decision making representation order that remains in force, or another party in respect of such proceedings, start from the date of the last court date (including a review date) that the solicitor acted for the relevant person or other party in relation to.
40. As part of its commitment to ensuring that its clients receive a quality service, the Board shall review/audit a number of files so as to satisfy itself that the solicitor on the Panel is providing an appropriate level of service. In the event that that review/audit identifies issues of concern in relation to the provision of a legal service, the Board may inspect any or all client files assigned to that solicitor.

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

Complaints

41. 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”.

If a client makes a complaint to a solicitor about his, her or their 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/their observations. The Board shall consider the complaint / performance issue in accordance with its Information Leaflet entitled “Customer Care and Complaints Procedure”, and also in accordance with the terms and conditions contained herein, including the appendices attached hereto.

Exclusion/suspension/removal/withdrawal from Panel

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

- the solicitor’s conduct when providing or when selected to provide legal services or his/her/their professional conduct generally render him, her or them unsuitable, in the opinion of the Board, to provide such services;
- the solicitor has failed to comply with these Terms and Conditions;
- the solicitor has not participated in the Panel to a satisfactory level, including but not confined to his/her refusal on a regular basis to accept an eligible person as a client or to give a client appropriate legal advice or aid; or
- the solicitor has a medical condition that would render him or her unfit to provide the required service. The Board reserves the right to require

medical evidence from a solicitor or to refer a solicitor to a medical practitioner in order to confirm their fitness in this respect.

- Failure on the part of the solicitor to co-operate with an investigation in relation to a complaint

43. 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 Director of Decision Making and External Services (Civil) of the Board, setting out the grounds of appeal in full. The Director of Decision Making and External Services (Civil) may restore the solicitor, if satisfied that a case for restoration to the Panel is made. Any appeal does not operate to delay or negate the suspension or removal of the solicitor from the Panel, unless the Director of Decision Making and External Services (Civil) determines otherwise.
44. Any solicitor who is suspended or removed from the Panel may also be suspended or removed, as the case may be, from any solicitors' panel operated by the Board depending on the circumstances.
45. 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.

Fees

46. The Claim Form (at Appendix 2) shall be the document whereby the solicitor shall be entitled to claim the appropriate fee and any authorised outlay. Care should be taken in completing the Form, as incomplete or improperly completed claim forms will be returned without payment. Solicitors should be particularly careful to ensure that fees claimed are properly payable and that there is an entitlement on foot of the terms and conditions to each and every amount claimed.
47. The completed Claim Form, together with a copy when the services specified in the certificate have been provided and the case has been determined to the point where a fee becomes payable. A case shall be deemed to have been determined to the point where a fee becomes payable when the proceedings have been concluded save for any reviews set.
48. A separate fee shall be provided in respect of reviews and this fee may be claimed once the court has concluded the review and either discharged the decision making representation order or set the next review date.
49. 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. 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. Furthermore, persons being provided services must not be asked to sign undertakings to pay for additional services. 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.

50. There shall be a standard scale of fees (set out in Schedule 1 below) payable per case to solicitors on the Panel for the provision of services.
51. Solicitors 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.
52. Travel and subsistence expenses shall not be payable on foot of this Panel. Solicitors must have regard to this provision when indicating the areas in which they are willing to provide services. In this regard, solicitors should note that it is anticipated that all matters under Part 5 of the Act of 2015 will be heard at certain designated Circuit Court venues. Solicitors applying for entry to the Panel should note that the Legal Aid Board does not authorise nor does it expect solicitors to engage town agents to attend Court. Town agent fees will not be payable under these terms and conditions.
53. The fees payable are inclusive of the cost of court fees payable (if any) and court fees will not be separately discharged by the Board.
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.
55. In these terms and conditions, references to the “Director of Decision Making and External Services (Civil)” shall be construed as referring to any officer of the Legal Aid Board nominated or appointed for the time being by the Chief Executive to perform the relevant duties which as of 1st March 2022 are performed by the Director of Decision Making and External Services (Civil) and whether such nomination or appointment is on a temporary or permanent basis.

Schedule 1

Fees for Services

Fees for Services – Advice Matters

Fees for services Solicitors Panel - Parts 3, 4, 7, and 8 of the Assisted Decision Making Capacity Act 2015	Fee for Solicitor
<p>Advice fee in relation to the drafting and registration of a decision making assistance agreement, co-decision making agreement, enduring power of attorney or advanced healthcare directive</p> <p>Fee – to include taking instructions, drafting terms of agreement and registering the agreement with the Director of the Decision Support Service</p> <p>Non drafting independent legal advice service in to above instruments</p> <p>This fee shall be claimable by a solicitor in relation to giving independent legal advice in relation to the effect of a decision making assistance agreement, co-decision making agreement, enduring power of attorney or advanced healthcare directive. The purpose of this fee is to allow a solicitor to give advice to a third party (e.g. a decision making assistant/co-decision maker or a person who is to be appointed as such in relation to the instrument.</p> <p>The same solicitor may not claim both of the fees set out in this table with respect the same instrument.</p>	<p>€500</p> <p>€100</p>

Fees For Services – Part 5 applications

Fees for services Solicitors Panel – Part 5 of the Assisted Decision Making (Capacity) Act 2015 Circuit Court	Fee for Solicitor
<p>Capacity Application</p> <p>Case fee :- to cover all work carried out by him or her in regard to the case to include as appropriate, consultations, drafting proceedings (where required) and other court documents, interim/interlocutory applications and related court appearances preparatory work, settlement negotiations and/or court appearances incidental to and including the full hearing and inclusive of any payment to Counsel</p>	<p>€3,300</p>

<p>Uncontested Capacity Application</p> <p>Case fee :- applicable where there is no party opposing the reliefs sought by the Applicant in the Proceedings. To cover all work carried out by him or her in regard to the case to include as appropriate, consultations, drafting proceedings (where required) and other court documents, interim/interlocutory applications and related court appearances preparatory work, and/or court appearances incidental to and including the full hearing and inclusive of any payment to Counsel</p>	<p>€2,200</p>
<p>Scheduled/own-motion review of a declaration as to capacity</p> <p>Case fee :- to cover all work carried out by him or her in connection with the review including consultations and court appearances and inclusive of any payment to Counsel</p>	<p>€1,000</p>
<p>Application under Part 5 other than an application for a declaration as to capacity or a scheduled/own-motion review of such a declaration as to capacity.</p> <p>Case fee :- to cover all work carried out by him or her in regard to the case to include as appropriate, consultations, drafting proceedings (where required) and other court documents, preparatory work, settlement negotiations and/or court appearances incidental to and including the full hearing and inclusive of any payment to Counsel</p>	<p>€2,200</p>
<p>Unsuccessful <i>ex-parte</i> application for leave</p> <p>This fee is claimable in respect of an <i>ex-parte</i> application for leave where such is required and where the Court refuses to grant leave to make the application.</p> <p>Case fee: to cover all work carried out by him or her in regard to the case to include as appropriate, consultations, drafting proceedings (where required) and other court documents, and representation at the hearing of the application for leave.</p>	<p>€1,000</p>
<p>The services of Senior Counsel must be specifically authorised and payment will be per the relevant schedule in the Terms and Conditions of the Barristers Panel.</p> <p>The fees for an appeal to the High Court shall be the same as in first instance proceedings in the Circuit Court.</p>	

Fees For Services – Part 6 Capacity Review Applications

Fees for services Solicitors Panel – Part 6 of the Assisted Decision Making (Capacity) Act 2015	Fee for Solicitor
<p>Capacity Review Application</p> <p>Case fee :- to cover all work carried out by him or her in regard to the case to include as appropriate, consultations, drafting proceedings (where required) and other court documents, interim/interlocutory applications and related court appearances preparatory work, settlement negotiations and/or court appearances incidental to and including the full hearing and inclusive of any payment to Counsel</p> <p>High Court</p> <p>Circuit Court</p>	<p></p> <p>€5,835</p> <p>€3,300</p>
<p>Where the matter is deemed to be “uncontested” the following fees shall apply. A matter may be deemed to be uncontested where a ward or any other party does not oppose the reliefs sought by the Applicant</p> <p>High Court</p> <p>Circuit Court</p>	<p></p> <p>€3,950</p> <p>€2,200</p>
<p>Fees for reviews and any subsequent applications to the Circuit Court will be at the rates set out under Part 5 above.</p> <p>The services of Senior Counsel must be specifically authorised and payment will be per the relevant schedule in the Terms and Conditions of the Barristers Panel.</p> <p>Fees in relation to any appeal shall be the applicable fee in the court with first instance jurisdiction</p>	

Fees For Services – Other Matters

Fees for services Solicitors Panel – Assisted Decision Making (Capacity) Act 2015	Fee for Solicitor
<p>Application in relation to an advanced healthcare directive under Part 8 of the Assisted Decision Making (Capacity) Act 2015</p> <p>Case fee :- to cover all work carried out by him or her in regard to the case to include as appropriate, consultations, drafting proceedings (where required) and other court documents, preparatory work, settlement negotiations and/or court appearances incidental to and including the full hearing and inclusive of any payment to Counsel</p> <p>High Court</p> <p>Circuit Court</p>	<p></p> <p>€5,835</p> <p>€3,300</p>
<p>Any other application under the Assisted Decision Making (Capacity) Act 2015 (e.g. application in connection with a complaint to the Director of the Decision Support Service)</p> <p>Case fee :- to cover all work carried out by him or her in regard to the case to include as appropriate, consultations, drafting proceedings (where required) and other court documents, preparatory work, settlement negotiations and/or court appearances incidental to and including the full hearing and inclusive of any payment to Counsel</p>	<p>€2,200</p>
<p>Unsuccessful <i>ex-parte</i> application for leave</p> <p>This fee is claimable in respect of an <i>ex-parte</i> application for leave where such is required and where the Court refuses to grant leave to make the application.</p> <p>Case fee: to cover all work carried out by him or her in regard to the case to include as appropriate, consultations, drafting proceedings (where required) and other court documents, and representation at the hearing of the application for leave.</p>	<p>€1,000</p>

<p>Application to detain a person under the inherent jurisdiction of the High Court in a case where the subject of the application is a relevant person</p> <p>Case fee :- to cover all work carried out by him or her in regard to the case to include as appropriate, consultations, drafting proceedings (where required) and other court documents, preparatory work, settlement negotiations and/or court appearances incidental to and including the full hearing and inclusive of any payment to Counsel</p> <p>Note: Legal aid in respect of such an application must be sought separately to any proceedings in respect of the 2015 Act. The Board will only refer such cases to the Solicitors Panel where such cases arise out and connected with proceedings under the 2015 Act.</p>	<p>€5,835</p>
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Fees For Services – Discontinued/Withdrawn Proceedings

Fees for services Solicitors Panel – Assisted Decision Making (Capacity) Act 2015	Fee for Solicitor
<p>Where proceedings are discontinued/withdrawn prior to a final order being made the following fees will apply (subject to the maximum fee that might otherwise be payable in relation to the matter):</p> <p>After instructions are taken but prior to issuing of proceedings or the filing of a replying affidavit¹, as appropriate</p> <p>After issuing of proceedings or the filing of a replying affidavit, as appropriate, but before the final hearing of the matter</p> <p>The fee above will be in addition to any advice fee that might be claimable in respect of any decision making assistance agreement or co-decision making agreement that is entered into by way of settlement of the proceedings.</p> <p>No fee will be payable if proceedings are discontinued/withdrawn before instructions are taken. In such circumstances the solicitor should inform the Board so that the Board may update its records accordingly.</p>	<p>€500</p> <p>€1,000</p>

¹ The reference to a “replying affidavit” shall apply to the delivery/filing of any document that may be provided for by way of Rules of Court in relation to these proceedings that is either analogous to a Defence or otherwise required in order for a person other than the Applicant to be heard in relation to the proceedings.

Appendix 1 – Application for entry

APPLICATION FORM FOR ENTRY ONTO

Assisted Decision Making Solicitors Panel

Applicants must read the terms and conditions before completing the Application Form.

This Application Form should be completed and returned to:

admcpp@legalaidboard.ie

SECTION A

1.	Name	
2.	Address of practice (including Eircode or NI Postcode)	
3.	Contact details	
	Telephone	
	Mobile	
	Email	
4.	VAT Number	

SECTION B

My experience/training in providing legal services in wardship/the area of law covered by the Assisted Decision Making (Capacity) Act

Please provide details of experience you have in providing services to persons with wardship/the area of law covered by the Assisted Decision Making (Capacity) Act 2015 or similar/connected areas of law having regard to the criteria for entry to the Panel (including demonstration of how you meet the training requirement):

SECTION C

If you are willing to act in Part 5 cases, please indicate which counties within which you are willing to act at Court venues by placing an X against the appropriate areas below and return this list with your application. When doing so note the following:

- Part 6 cases will be heard by the court that admitted the ward to wardship. For this reason it is expected that all solicitors admitted to the Panel are willing to act in the Superior Courts.
- Travel and subsistence expenses will not be paid on foot of this Panel.
- Use of town agents is not authorised and will not be paid on foot of this Panel.

<input type="checkbox"/> Carlow	<input type="checkbox"/> Cavan	<input type="checkbox"/> Clare	<input type="checkbox"/> Cork
<input type="checkbox"/> Donegal	<input type="checkbox"/> Dublin	<input type="checkbox"/> Galway	<input type="checkbox"/> Kerry
<input type="checkbox"/> Kildare	<input type="checkbox"/> Kilkenny	<input type="checkbox"/> Laois	<input type="checkbox"/> Leitrim
<input type="checkbox"/> Longford	<input type="checkbox"/> Louth	<input type="checkbox"/> Limerick	<input type="checkbox"/> Mayo
<input type="checkbox"/> Meath	<input type="checkbox"/> Monaghan	<input type="checkbox"/> Offaly	<input type="checkbox"/> Roscommon
<input type="checkbox"/> Sligo	<input type="checkbox"/> Tipperary	<input type="checkbox"/> Waterford	<input type="checkbox"/> Westmeath
<input type="checkbox"/> Wexford	<input type="checkbox"/> Wicklow		

SECTION D

I hereby apply to have my name entered on the Capacity Issues Solicitors Panel pursuant to the terms and conditions maintained by the Legal Aid Board ("the Board") on foot of the Civil Legal Aid Act 1995 to be operative as of the 26th April 2023 and for which purpose I hereby apply to have the following information recorded on the Panel:

1. I confirm that I am not currently and have never been the subject of any disciplinary proceedings relating to my professional conduct before any committee, tribunal, court or other similar body, other than proceedings in which the complaint has been found to be unwarranted. Yes No

If "No", please provide further details on an additional page.

2. I confirm that I am willing to provide legal services in accordance with the Civil Legal Aid Act 1995 and the Terms and Conditions of the Panel as may be determined from time to time by the Board. Yes No

3. I confirm that I hold a current practising certificate from the Law Society of Ireland and that I shall notify the Board immediately in the event of my ceasing to hold such a certificate at any time. Yes No

4. I confirm that I am covered by professional indemnity insurance for a claim of up to €1.5m and that I shall notify the Board in the event of this not being the case at any time.

5. I confirm that I was admitted to the Roll of Solicitors in Ireland in

--	--	--

6. I confirm that I have access to email facilities and that the IT software used by me is compatible with Microsoft Office software and that I am willing to abide by the Board's requirement to send confidential emails using the Board's secure email facility. I also confirm that I have access to a scanner and scanning software capable of generating Adobe PDF files. Yes No

7. I declare that I have no medical condition that would render me unfit to provide the required service. I agree to the Board reserving the right at all times to refer me to a medical practitioner in order to confirm my fitness in this respect. Yes No

Signature	
------------------	--

Date	
-------------	--

Appendix 2 – Claim for Fees

**ASSISTED DECISION MAKING
SOLICITORS PANEL**

Claim for Fees



A complete claim form must be accompanied by a copy of the legal aid certificate or other written authority (in the case of additional services)

Please email to admccapp@legalaidboard.ie

SECTION A

Case details

1.	Solicitor	
2.	Email	
3.	Client Name	
4.	LAB Case No	
5	Jurisdiction & Venue	<input type="checkbox"/> High Court <input type="checkbox"/> Circuit Court at _____

Particulars of claim

	Dates of hearing	Fee claimed
Advice in relation to the drafting and registration of a decision making assistance agreement, co-decision making agreement, enduring power of attorney or advanced healthcare directive	n/a	
Independent advice fee in relation to a decision making assistance agreement, co-decision making agreement, enduring power of attorney or advanced healthcare directive		
Part 5 Capacity Application (Contested)		
Part 5 Capacity Application (Uncontested)		

Part 6 Discharge Application (Contested)		
Part 6 Discharge Application (Uncontested)		
Part 5/6 Review of a declaration as to capacity		
Part 8 Advanced Healthcare Directive application		
Any other civil proceedings under the 2015 Act within the scope of this Panel		
Unsuccessful application for leave to take proceedings		
Discontinued application		

SECTION B

Details of case outcome

Please set out details of the outcome of the case (e.g. Declaration as to capacity made, decision making order, decision making representation order, co-decision making agreement, etc)

SECTION C

Certification of claim

I certify that I have provided the legal services as set out and I accordingly seek payment of the appropriate fee in accordance with the terms and conditions for the provision of legal services under the Terms and Conditions of the Capacity Issues Solicitors Panel

Signature	
Liable for VAT	<input type="checkbox"/> Yes <input type="checkbox"/> No

Date	
VAT No.	

For Legal Aid Board use only:

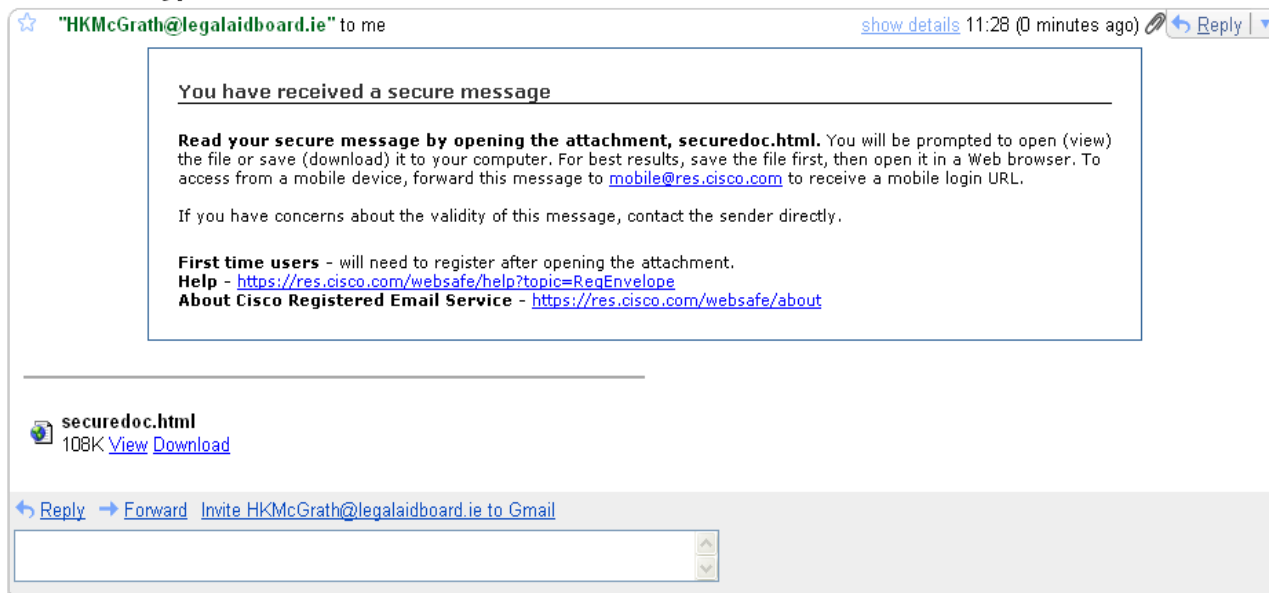
	Authorised Officer	Date
Received by		

Appendix 3

Instructions for reading and replying to secure communications from the Legal Aid Board

When you open an encrypted email from a legalaidboard.ie address you will see the following message

Secure: Encrypted Email Test [Inbox](#)



The first thing you must do is save the securedoc.html attachment to an accessible location i.e. your desktop.

When the file has been saved and opened you will see one of two screens depending on whether or not you are a first time user.

Existing User Screen



November 4, 2009
11:28:36 AM GMT
Message Security: High

[Help](#)

From: HKMcGrath@legalaidboard.ie
To: hmcgrath@gmail.com
Subject: **Secure: Encrypted Email Test**
Password:
[Forgot password?](#)
 Remember me on this computer.

Personal Security Phrase
Click on the Password field. Do not continue unless you see your personal phrase.
[More info](#)

OPEN

[Select a different address](#)

If you experience problems opening this message, try to [Open Online](#)

Cisco Registered Envelope Service



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First Time User Screen



November 4, 2009
11:28:36 AM GMT
Message Security: High

[Help](#)

From: HKMcGrath@legalaidboard.ie
To: hmcgrath@gmail.com
Subject: **Secure: Encrypted Email Test**

To open this message, first click the button to register. After registering, come back to continue opening the message.

REGISTER

[Select a different address](#)

Cisco Registered Envelope Service



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If you are an existing user enter your password and click the OPEN button and the encrypted email will be displayed. However, if you are a first time user you will have to register your details. To do this click the REGISTER button and complete the New User Registration form.



NEW USER REGISTRATION

* = required field

Enter Personal Information

Email Address hmcgrath@gmail.com

Language

The language setting will be stored for future login and email notifications.

First Name*

Last Name*

Create a Password

Password*

Enter a minimum of 6 characters or numbers. Passwords are case-sensitive. Your password must contain both letters and numbers.

Confirm Password*

Personal Security Phrase*

Enter a short phrase that only you will know. This phrase will appear on message envelopes when you log in. When you see your phrase, you know you are logging in to our secure site. [More info](#)

Once the registration form has been completed you must activate your account.



NEW USER REGISTRATION

Thanks! You've created a Cisco Registered Envelope Service account. To complete your registration, please activate your account.

How to Activate Your Account

Check Your Email

You will soon receive an email message at: hmcgrath@gmail.com. Follow the instructions in the email to activate your account.

To exit this page, close your browser window.

Cisco Registered Envelope Service

[About](#) [Terms of Service](#) [Privacy Policy](#) Copyright © 2001-2009 Cisco Systems, Inc. All rights reserved.

To do this, return to your Inbox and wait for an activation email from DoNotReply@res.cisco.com. Open the email and click on the blue 'Click here to activate this account' link.

Activation

Dear Helen McGrath,

Thank you for registering with Cisco Registered Envelope Service. To complete your registration, you must confirm your intent to register and your acceptance of the [Terms of Service](#) by activating your account.

[Click here to activate this account.](#)

You can also activate this account by going to <<https://res.cisco.com/websafe/activate>> and entering this confirmation number: a393ac4500000124bf2763afc0a86e8d8103c5dd

To stop the registration process you can cancel this account.

[Click here to cancel this account.](#)

You can also cancel this account by going to <<https://res.cisco.com/websafe/cancelActivation>> and entering this cancellation number: a393ac4500000124bf2763afc0a86e8d8103c5dd

IMPORTANT

To help keep your personal information safe, Cisco recommends that you never give your CRES password to anyone, including Cisco employees.

Welcome to CRES!

To know more about Cisco Registered Envelope Service, see <https://res.cisco.com/websafe/about>

Terms of Service: <https://res.cisco.com/websafe/termsOfService>

Privacy Policy: <http://www.ironport.com/privacy/>

When your account has been activated return to the Cisco Registered Envelope Service page. If you have closed this page you can reopen it by double clicking the securedoc.html file you saved earlier.



November 4, 2009
11:28:36 AM GMT

Message Security: High

[Help](#)

From: HKMcGrath@legalaidboard.ie
To: hmcgrath@gmail.com
Subject: **Secure: Encrypted Email Test**
Password:
[Forgot password?](#)

Remember me on this computer.

Personal Security Phrase
Click on the Password field. Do not continue unless you see your personal phrase.
[More info](#)

OPEN

[Select a different address](#)

If you experience problems opening this message, try to [Open Online](#)

Cisco Registered Envelope Service



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Enter your password and click the OPEN button and the encrypted email will be displayed.



Secured Message

[Reply](#) [ReplyAll](#)

From: HKMcGrath@legalaidboard.ie
To: hmcgrath@gmail.com
Date: November 4, 2009 11:30:18 AM GMT
Subject: Secure: Encrypted Email Test
Attachments: [Body-1257334116419.txt](#)

Encrypted Email Test

Regards,

Helen

IT Unit, Legal Aid Board
48 - 49 North Brunswick Street
Georges Lane
Smithfield
Dublin 7
DX 1085 Dublin
(01) 6469703

[Reply](#) [ReplyAll](#)



**An Bord Um
Chúnammh Dlíthiúil**
Legal Aid Board

Providing access to justice since 1979

Contact Us

Decision Making and External Services
Legal Aid Board
Quay Street, Cahirciveen,
Co Kerry V23 RD36

Phone: 066 947 1000

Email admccapp@legalaidboard.ie

Website www.legalaidboard.ie

Twitter @Legal_Aid_Board