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# Overview

The Costs Lawyer Standards Board (CLSB) regulates Costs Lawyers under the framework established by the Legal Services Act 2007. Costs Lawyers must fulfil certain criteria before they can apply to the CLSB for authorisation to practise. One of those criteria, set out in Practising Rule 1.1(a), is that “they have qualified as a Costs Lawyer in accordance with the Training Rules”. This involves completing the Costs Lawyer Qualification.

Currently, the CLSB sets parameters for the Costs Lawyer Qualification – such as the syllabus and course structure – through [Training Rules](#) and supplementary [course documentation](#). The Qualification is then delivered to students by an Accredited Study Provider. There is currently only one such provider, ACL Training, which is an affiliate of the Association of Costs Lawyers (ACL).

From a regulatory perspective, the purpose of the Costs Lawyer Qualification is to ensure that, by the time a Costs Lawyer is authorised to practise, they are competent to do the job; they conduct themselves in a professional manner and meet the expectations of their clients, the courts and the wider public. In February 2022, the CLSB adopted a new [Competency Statement](#) which sets out the level of competency (knowledge and skills) expected of Costs Lawyers at the point of qualification. The next step was to align our rules and regulations for the Costs Lawyer Qualification with the expectations in the Competency Statement. To do this, we developed a new qualification framework that aims to ensure prospective Costs Lawyers receive high quality, relevant training and assessment, and aims to assure the CLSB that every graduate is ready to exercise the practising rights enjoyed by authorised Costs Lawyers. The qualification framework is set out in a new, single-source Scheme Handbook for Accredited Study Providers.

We issued a [consultation on the Scheme Handbook](#) on 22 August 2022. We received responses from two individual Costs Lawyers as well as ACL Training, ACL, the Legal Aid Group and two peer reviewers. In light of the responses, we intend to implement the Scheme Handbook as proposed, subject to the amendments described in this consultation outcome report. Implementation of some aspects also requires prior approval of the Legal Services Board.

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# Responses to consultation questions

## Respondent's perspectives

The consultation ran from 22 August to 17 October 2022 and was publicised by direct email, social media, newsletters and the CLSB website. In addition to general dissemination, we also sought feedback directly from two individuals who hold relevant professional posts, namely:

- the Director of the Institute of Advanced Legal Studies and Professor of Law in the School of Advanced Study, University of London, who also acts as Independent Education Adviser to the CLSB's board; and
- the Head of Equality, Diversity and Inclusion at the Solicitors Regulation Authority.

We asked both individuals to provide a peer review of the proposals through the lens of their particular areas of expertise, and their feedback is included in this report. We note that their responses reflect their individual views and do not constitute a response to the consultation from any of the organisations with which they are affiliated.

ACL, as the profession's representative body, noted that it bore two priorities in mind in responding to the consultation, namely ensuring there is a route into the profession and ensuring the quality, skills and knowledge of Costs Lawyers are preserved. ACL surveyed its members and obtained responses from both qualified and trainee Costs Lawyers, which it fed into its consultation response. We note that we have not seen the full set of questions asked in the survey and do not know the overall response rate, but we have taken the survey results into account as a helpful indicator of general sentiment.

The two individual Costs Lawyers who responded to the consultation are both closely involved in the training of Costs Lawyers and other legal practitioners in costs matters, and were able to apply their experience to issues raised in the consultation.

Finally, the Legal Aid Group's response focused on the proposed Assessment Outcomes in the Scheme Handbook which relate to the legal aid knowledge competency, on which the Group is particularly well-placed to comment.

We are very grateful to all respondents for engaging with this consultation.

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## Overall structure of the Scheme Handbook

**Consultation question 1: Is the structure of the Scheme Handbook clear and accessible for its intended audience? If not, what changes should be made to the structure and why? Is there any content that should be added to, or removed from, the Scheme Handbook, and if so why?**

The consultation paper explained the structure of the proposed Scheme Handbook, summarising the purpose of each part and indicating whether those parts represented a change to our existing regulatory arrangements for the Costs Lawyer Qualification.

ACL noted that over 70% of the respondents to its survey considered the new Scheme Handbook to be fit for purpose and to cover all of the relevant areas, and thus endorsed the proposal.

ACL Training agreed that the structure of the Scheme Handbook was clear and accessible for its intended audience. The only section that caused it concern was Annex 7, which set out assessment guidance for Accredited Study Providers. While the Scheme Handbook states that this Annex is a non-prescriptive guide, ACL Training was concerned that paragraph 67 of the Scheme Handbook could be interpreted as placing an onus on the study provider to work within Annex 7 unless a compelling reason to depart from it existed, thus going beyond what could be described as a “guide”.

One of the individual Costs Lawyers felt that there should be more symmetry across education and training for all “lawyers”, whether solicitors, barristers or Costs Lawyers, given the overlap in essential knowledge and skills between these roles. He made the case for training a “super lawyer” who can specialise as a solicitor, barrister and/or Costs Lawyer once they have a general understanding of each aspect/role.

The other individual Costs Lawyer agreed that the Scheme Handbook seemed clear and accessible and felt in particular that the concept of conditional accreditation was a sensible inclusion. He noted that the Scheme Handbook was (rightly, in his view) silent as to whether training was expected to be provided in person, remotely or as a combination of both, and felt this made parts of the document (e.g. in relation to additional delivery sites) ambiguous and suggested these parts be clarified. He also

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suggested clarifying what the nature (physical or virtual) and length of site visits would be.

### **CLSB response**

We will implement the Scheme Handbook using the structure proposed in the consultation, given that respondents supported this approach. We will adjust the language used to describe Annex 7 (assessment guidance) as suggested by ACL Training. We will also clarify the drafting around additional delivery sites to make clear that this applies to physical sites only.

In relation to site visits, we believe this information is already conveyed in box 7 of the flowchart on page 8, which makes clear that a site visit may be to physical premises or an e-learning platform and may take anywhere from a part day to two days.

We have sympathy with the case made by the individual Costs Lawyer for improving consistency in training across different parts of the legal profession, including the option to specialise after undertaking standard core legal training. Full consistency is difficult to deliver under the current regulatory framework established by the Legal Services Act 2007, because it would require wholesale review of the qualification and training frameworks of eight different regulators at the same time. We feel that the proposals pursue consistency to the extent possible within the confines of the existing regime by providing exemptions to course requirements (for law degrees, professional qualifications and other equivalent learning) and by better aligning the period of Qualifying Experience with other parts of the profession.

## **Introducing a framework for accreditation**

**Consultation question 2: Do you agree that there should be documented processes and criteria for accrediting study providers to deliver the Costs Lawyer Qualification? Are the proposed processes and criteria in the Scheme Handbook (including in Annexes 3, 4 and 5) appropriate? If not, what should we change and why?**

ACL said that all respondents to its survey, as well as ACL itself, agreed that there should be a clear and documented process for accrediting course providers. This will assist in ensuring that the Costs Lawyer Qualification is well-run and that there is protection and

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confidence provided to students that have enrolled on the course that it will be run to completion. 78% of ACL's survey respondents considered that the proposed accreditation process was fit for purpose. Consequently, ACL felt that the accreditation process should encourage and reassure prospective trainee Costs Lawyers.

ACL Training was supportive of the proposals to introduce a comprehensive and transparent process for accrediting and reaccrediting study providers. Clarification was sought on paragraph 18, relating to accreditation timelines. ACL Training noted that, although it agreed that providers should not enroll students onto a course whilst seeking accreditation or reaccreditation, this should not prevent a law school from promoting, marketing and accepting applications for new courses "pending reaccreditation". ACL Training felt the timelines proposed were not sufficient to enable a provider to wait until accreditation was completed before marketing the course to ensure it remained viable.

One of the individual Costs Lawyers agreed that the inclusion of documented processes and accreditation criteria was necessary and felt that the proposals seemed appropriate. He noted that one of the indemnities in the template Accreditation Agreement (at clause 6.1(f)) seemed unreasonably onerous and could be applied unfairly.

One of the peer reviewers provided feedback on the body of the Scheme Handbook. He noted that the tone, content and focus on risk-based monitoring reflected prevailing market standards. He agreed that it was appropriate for the regulatory body to have the option to use an external examiner, although it was unlikely to be necessary on an annual basis. He also suggested specific drafting improvements in relation to the qualification level, exemptions for overseas applicants and rights of appeal.

### **CLSB response**

We will proceed with implementing the proposed processes and criteria for accrediting study providers to deliver the Costs Lawyer Qualification. However, we will:

- amend paragraph 18 of the Scheme Handbook to clarify the interplay between accreditation timing and marketing of a course programme;
- amend the indemnity in clause 16(f) of the Accreditation Agreement, which we agree could be applied unfairly in the absence of wrongdoing by a study provider;
- address the drafting points raised by the peer reviewer.

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## Shift in focus from a syllabus to assessment outcomes

**Consultation question 3: Do you agree that the CLSB should shift its focus away from prescribing a syllabus for the Costs Lawyer Qualification toward seeking assurance of students' competency through the development of Assessment Outcomes? Is there anything that should be added to or removed from the proposed Assessment Outcomes or Assessment Guidance (Annexes 6 and 7 of the Handbook), and if so why?**

ACL felt that the move from a prescribed syllabus to Assessment Outcomes was appropriate. 64% of its survey respondents agreed with the move towards a competency based approach and 71% of respondents considered that all relevant topics were included within the Assessment Outcomes. ACL therefore considered the proposals suitable for ensuring there is a modern route of entry into the profession whilst ensuring that all requirements and competencies of a Costs Lawyer are met.

ACL Training also supported the shift towards an outcomes-based assessment of competency. ACL Training noted that it had undertaken a survey of the profession requesting feedback on the content and delivery of the current course. The feedback suggested that there should be further review of knowledge area 2 in the Competency Statement – namely practice and procedure in specialist forums – because feedback from the profession was that the competencies relating to employment, immigration and criminal costs practice should be reduced or removed from the list of required competencies as not being reflective of modern practice.

The Legal Aid Group provided specific drafting comments on the three Assessment Outcomes (AO1, AO2 and AO3) relating to the legal aid knowledge area. These mainly related to: (i) more appropriately reflecting the separation between applying for legal aid (with which Costs Lawyers are rarely involved) and the process of managing and claiming the costs covered by legal aid funding, and (ii) the nomenclature used in legal aid work to describe particular processes and forms.

One individual Costs Lawyer agreed with the shift in focus toward Assessment Outcomes and also with the move away from a prescriptive approach in terms of study time period and course structure, noting that in his experience course duration had been a significant obstacle for many potential applicants. He also made specific drafting

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suggestions in relation to the Assessment Outcomes for civil litigation, contract and tort, believing that they went beyond the knowledge required of a Costs Lawyer in these areas into competencies that would be required to litigate the substantive legal matters in the underlying claim. He felt that knowledge of legal aid should not be included as a mandatory competency at all but, if it was, the Assessment Outcomes should be adjusted. His comments in this regard reflected those of the Legal Aid Group in relation to Costs Lawyers' involvement in front-end legal aid applications.

The other individual Costs Lawyer felt that the existing mandatory three year period for the Costs Lawyer Qualification was excessive when considering Costs Lawyers alongside solicitors and barristers and indicated that a two year period seemed more appropriate, however he felt there should also be exemptions available for those with equivalent qualifications or experience in other parts of the legal profession (in the same way as exemptions are available for Costs Lawyers looking to cross-qualify as solicitors or barristers).

### **CLSB response**

We will proceed with our proposal to move away from prescribing a syllabus for the Costs Lawyer Qualification toward seeking assurance of students' competency through Assessment Outcomes. We will amend the Assessment Outcomes relating to legal aid to reflect the suggestions made by the Legal Aid Group. We will also reconsider the Assessment Outcomes relating to civil litigation, contract and tort based on the individual Costs Lawyer's feedback.

In relation to the comment from the individual Costs Lawyer about exemptions being available for cross-qualifying professionals, we are satisfied that this is sufficiently covered at paragraphs 78 to 83 of the Scheme Handbook. That text sets out exemptions for both listed qualifications and other prior learning, which would cover the qualifications held by authorised solicitors and barristers.

ACL Training raised a concern about the Assessment Outcomes for knowledge competency area 2 (practice and procedure in specialist forums), citing feedback from the profession that the competencies relating to employment, immigration and criminal costs are not reflective of current practice. The competencies derive from the CLSB's

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Competency Statement, which was the subject of extensive recent research and engagement with the profession, including a full consultation to which members of the profession (as well as ACL and ACL Training) responded. We feel it would be inappropriate to circumvent the outcomes of that process based on this cited feedback. In addition, the Assessment Outcomes already make clear that knowledge of substantive employment, immigration and criminal law are not core competencies for Costs Lawyers (page 64 of the Scheme Handbook). As ACL Training has not suggested any specific amendments to the Assessment Outcomes themselves, we do not intend to make any further changes.

In relation to the individual Costs Lawyer's suggestion of removing the legal aid knowledge area from the competencies, this would again run counter to the outcomes of our Competency Statement project and consultation. However, we will implement his suggestions for improving the detail of the legal aid Assessment Outcomes.

## Changes to the work experience requirements

### **Consultation question 4: Do you agree with the proposed changes to the Qualifying Experience requirements in Rule 5 of the Training Rules? If not, what should we do differently and why?**

The consultation paper summarised and explained a series of proposed changes to the Qualifying Experience requirements in the Training Rules, namely to:

- exclude work experience that is obtained prior to starting the Costs Lawyer Qualification from the scope of Qualifying Experience;
- reduce the period of Qualifying Experience from three years to two years, to better align with other parts of the legal services sector;
- allow individuals to complete their Qualifying Experience after qualifying as a Costs Lawyer if they wish to do so, in which case they would be issued with a conditional practising certificate until the period of Qualifying Experience had been completed;
- to facilitate this, move responsibility for verifying an individual's Qualifying Experience from the Accredited Study Provider to the CLSB.

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ACL Training noted that its board was supportive of the proposed changes to the Qualifying Experience requirements. It believed the changes would make the qualification more accessible and attractive, particularly to those already working within the field of practice. The changes also had the benefit of being better aligned to the experience requirements in other branches of the legal profession.

One individual Costs Lawyer agreed with the proposals but commented that students should be subject to the rules that applied when they commenced the Costs Lawyer Qualification, and any changes to Qualifying Experience should take effect on a prospective basis only.

ACL noted that 54% of respondents to its survey were in favour of reducing the period of Qualified Experience to two years, whilst 46% of respondents believed it should be maintained at three years. Overall, ACL agreed that two years of full time experience would be sufficient to achieve the aims of Qualifying Experience.

ACL said that 78% of respondents to its survey disagreed with the proposal that work experience obtained prior to starting the Costs Lawyer Qualification be excluded from the scope of Qualifying Experience. ACL noted that there is a significant number of unregulated costs draftsman who have built up an amount of knowledge, skill and experience through working in the costs profession and that there should not be unnecessary barriers to entry put in place to prevent costs draftsman from qualifying as Costs Lawyers. However, ACL conceded that in most cases this will not necessarily be an issue in practice. This is because the deadlines for completing the Costs Lawyer Qualification and completing the Qualifying Experience will usually coincide on the same date, on the presumption that Qualifying Experience will continue to start at the date that the course is commenced. Despite this, ACL felt the proposal could unfairly penalise its members who may be completing the course during a period of not working (e.g. maternity leave) but who have been in the costs industry for a significant amount of time. ACL therefore considered that Qualifying Experience should still count if the experience takes place prior to commencing the Costs Lawyer Qualification but with a reasonable framework in place to ensure that the experience is recent and relevant.

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50% of respondents to ACL's survey did not agree with the proposal to issue conditional practising certificates to trainees who had completed the Costs Lawyer Qualification but had not completed the requisite Qualifying Experience. We assume the corollary of this is that 50% of respondents did agree with the proposal, leaving respondents split on this issue. ACL stated that a number of respondents considered that Qualifying Experience was an important aspect of the qualification process, ensuring that trainee Costs Lawyers are able to practice and apply their knowledge in a relatively controlled environment due to the oversight that is provided by a qualified mentor. To forgo this check could result in increased risk and a negative impact on consumer protection. It could also risk damaging the image of the profession as a whole if inexperienced provisional Costs Lawyers were completing work without proper oversight by a qualified mentor. ACL therefore did not agree with the proposal for issuing conditional practising certificates.

The other individual Costs Lawyer agreed that the period of Qualifying Experience should be reduced and felt there was an argument for reducing it even further than two years based on developments across the legal sector generally. However he disagreed with the proposal to exclude experience gained prior to starting the training course, accepting that such experience cannot fulfil the purpose of applying knowledge acquired under the Costs Lawyer Qualification, but noting that such experience could still fulfil the purposes of learning and applying the practical skills and professional standards of a Costs Lawyer. He argued that the majority of individuals commencing the Costs Lawyer Qualification would tend to already work in a legal costs environment – many of them with a number of years' experience as an unqualified costs practitioner – and thus the Qualifying Experience requirements should make provision for recognition of such experience and the skills and knowledge the learner will already have amassed. He suggested a period of Qualifying Experience lasting two years, on the basis that a maximum of 12 months could be completed prior to commencing the Costs Lawyer Qualification.

That Costs Lawyer also agreed that the proposed mechanism for learners to evidence their Qualifying Experience was sensible, and agreed with the proposed change to allow individuals to complete their Qualifying Experience after qualifying as a Costs Lawyer if they wished to do so, with a conditional practising certificate being granted.

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## CLSB response

As all respondents agreed that the period of Qualifying Experience should be reduced, we will proceed with the proposal to institute a two-year period.

All respondents other than ACL agreed that allowing Qualifying Experience to be completed after admission to practice was appropriate, via the issuance of a conditional practising certificate. ACL's view (or rather its description of the view of a number of its members) was essentially that: Qualifying Experience is an important part of the qualification process; it allows trainees to practice in a controlled environment overseen by a qualified mentor; lack of such oversight carries risks to clients and the reputation of the profession. We agree with that view entirely. However we believe that view is consistent with the proposals set out in the consultation. This is explained in the consultation paper at page 13 as follows: "we do not feel it is justifiable to prevent an individual from practising as a Costs Lawyer before they complete the requisite period of Qualifying Experience, *so long as they are practising with the support, mentorship and oversight that Qualifying Experience is intended to deliver*". This is achieved through imposing a practising condition that will be clearly stated on the public Register of Costs Lawyers and that must be fulfilled. We therefore intend to proceed as proposed in the consultation paper on this aspect of Qualifying Experience.

A larger proportion of respondents to ACL's survey felt that accruing Qualifying Experience should not be limited to the period after a trainee has commenced the Costs Lawyer Qualification. One of the individual Costs Lawyer consultees agreed with that position. In our view, the most powerful arguments in support of that position are:

- ACL's contention that it could have a differential adverse impact on certain groups, such as those who choose to undertake the Costs Lawyer Qualification during a period of leave; and
- the individual Costs Lawyer's contention that, while such experience cannot fulfil the purpose of applying *knowledge* acquired under the Costs Lawyer Qualification, it can fulfil the purpose of learning and applying the practical *skills and professional standards* of a Costs Lawyer (so long as the trainee is supervised by a qualified person).

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We are attracted to the suggestion of allowing 12 months of experience acquired prior to commencing the Costs Lawyer Qualification to count toward Qualifying Experience, and we will amend proposed Training Rule 5 to this effect. Such a change will address ACL's concern about potential adverse impacts on individuals who have taken leave, while also accommodating the need (flagged by ACL) to ensure that experience is recent and relevant.

Finally, we agree that fair and transparent transitional arrangements are needed for students who are already undertaking the course when the changes are implemented. Accordingly, any students who complete the Costs Lawyer Qualification under the existing version of the course will continue to be subject to the existing requirements for Qualifying Experience, while those who complete the Costs Lawyer Qualification under the new version of the course (due to open to entrants in September 2023, subject to accreditation) will be subject to the amended requirements for Qualifying Experience. Currently, we believe this to be the most fair transitional arrangement available, and cannot foresee any detrimental impact to students. However, we are liaising with ACL Training to ensure that current students have the opportunity to make representations about their personal situation, and these will be addressed to ensure fairness on a case by case basis.

## Impact of the proposals

The consultation paper set out the CLSB's expectations of how the proposals would impact on (i) equality, diversity and inclusion (EDI) and (ii) regulated persons, consumers and the public interest, and invited any observations or feedback on that impact (positive or negative) from respondents.

One individual Costs Lawyer noted that, in his experience, the cost and duration of the Costs Lawyer Qualification have been key obstacles for those considering studying the course (particularly when compared with the cost and duration of other legal qualifications). In his view, the proposed changes had the potential to make a positive impact on the Costs Lawyer profession by enabling the Costs Lawyer Qualification to be delivered in a fashion that better meets the needs of trainees, potential trainees and employers. The changes could have a wider positive impact for consumers by increasing

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the number of trainees studying the Costs Lawyer Qualification, which will in turn feed into greater numbers of qualified professionals offering costs services.

One of the peer reviewers provided detailed feedback on the Scheme Handbook from an EDI perspective. Overall, she agreed that introducing more flexibility into the requirements for course delivery while at the same time providing a more transparent accreditation process which focuses on EDI criteria should have a positive impact on EDI. She noted several areas in which the proposals would promote EDI in particular, for example around annual monitoring of applications and progression, flexibility in learning hours and transparency/consistency in exemptions. She also provided suggestions for where EDI considerations could be added or augmented in the proposed text.

### **CLSB response**

We will adopt the improvements suggested by the peer reviewer to ensure our proposals have the anticipated positive impact on EDI in the Costs Lawyer profession.

## **Next steps**

The Appendix to this consultation outcome report is an updated version of the Accredited Study Provider Scheme Handbook, showing the changes that we will make to address feedback from consultation respondents.

Using this updated text, we will apply to the Legal Services Board for approval of changes to our regulatory arrangements relating to the Costs Lawyer Qualification. While many of the proposals in the consultation do not require formal approval in this way, we believe it will be most efficient to implement the reforms as a single package following the Legal Services Board's decision.

Subject to that decision, we intend to implement the new arrangements in early 2023, to facilitate the development of a new course programme by ACL Training and allow the CLSB time to carefully consider accreditation of ACL Training as a study provider under the provisions of the Scheme Handbook.

Appendix - Scheme Handbook showing  
changes resulting from consultation feedback



# Accredited Study Provider Scheme Handbook



## For the Costs Lawyer Qualification

**Costs Lawyer Standards Board**

CONSULTATION DRAFT: August 2022



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Annex 5	Annual monitoring and declaration form
Annex 6	Assessment Outcomes
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# Section 1: Introduction

## About the CLSB

1. The Costs Lawyer Standards Board, or CLSB, is the regulator of Costs Lawyers in England and Wales. We exist to serve the public interest by setting and maintaining the standards of professional conduct by which Costs Lawyers must abide.
2. We are constituted as a private company (Costs Lawyer Standards Board Ltd), but our purpose is not to make a profit. We are funded by the Costs Lawyers that we regulate through the collection of an annual practising fee. All our income is used for regulatory purposes.
3. Our activities are governed by the Legal Services Act 2007. Under the Act, we have a duty to promote eight regulatory objectives:
  - Protecting and promoting the public interest
  - Supporting the constitutional principle of the rule of law
  - Improving access to justice
  - Protecting and promoting the interests of consumers of legal services
  - Promoting competition in the provision of legal services
  - Encouraging an independent, strong, diverse and effective legal profession
  - Increasing public understanding of the citizen's legal rights and duties
  - Promoting and maintaining adherence to the professional principles (which are set out in the Act)
4. Our activities are scrutinised by an oversight regulator, the [Legal Services Board](#).
5. Our mission is to: *"provide effective, proportionate regulation of Costs Lawyers in a way that promotes consumer choice and understanding and engenders justified public trust"*. You can read more about how we fulfil our mission and our strategic objectives on the [who we are](#) page of our website.

## Authorisation to be a Costs Lawyer

6. A Costs Lawyer who holds a current practising certificate issued by the CLSB is authorised to carry out three reserved legal activities, namely exercising a right of audience, conducting litigation and administering oaths. In order to obtain a practising certificate, a Costs Lawyer must meet a number of criteria as set out in our [Practising Rules](#). One criterion is that they have successfully completed the Costs Lawyer Qualification.
7. The Costs Lawyer Qualification is a professional course that develops in learners the competencies needed to practice as a Costs Lawyer. Those competencies, as well as the minimum standard to which they must be demonstrated in order to enter the profession, are set out in the Costs Lawyer Competency Statement (**Annex 1**).
8. The CLSB accredits study providers to deliver the Costs Lawyer Qualification. Such providers are referred to as Accredited Study Providers. An Accredited Study Provider will design, develop and deliver a course programme that fosters the competencies in learners and then assesses whether learners can demonstrate the competencies satisfactorily. The CLSB has

published Assessment Outcomes that must be met for this purpose (see Section 9 below and **Annex 6**). This framework is formalised in the CLSB's Training Rules (**Annex 2**).

9. The CLSB operates an evidence-based accreditation process, with three core aims:
  - (i) to ensure Accredited Study Providers have the capacity and capability – including the resources, systems, and structures – to effectively deliver the Costs Lawyer Qualification (including assessments);
  - (ii) to ensure all learners are provided with a high-quality learning experience, irrespective of the Accredited Study Provider they choose to learn with;
  - (iii) to ensure that learners who successfully complete the Costs Lawyer Qualification have demonstrated, through assessment, the competencies in the Costs Lawyer Competency Statement to the requisite standard.

## Accreditation of study providers

10. All study providers seeking accreditation must meet a comprehensive set of outcome-based requirements (the Accredited Study Provider Requirements, at **Annex 3**) and must provide evidence to demonstrate how each of these requirements has been met. The CLSB accreditation decision will be based upon this evidence, evaluated through submission of an application form (and source materials) and a site visit. A similar process applies at four-yearly intervals for study providers seeking reaccreditation, with a process of annual monitoring taking place following accreditation and each reaccreditation.
11. Accreditation or reaccreditation to deliver the Costs Lawyers Qualification will only be granted where a study provider has evidenced that it meets all the Accredited Study Provider Requirements (subject to the option to grant conditional accreditation in certain circumstances, as described further in Section 2 below). The CLSB may decline an application for study provider accreditation at any stage of the accreditation process.
12. The CLSB Accreditation Panel takes all decisions in relation to the accreditation of study providers, subject to oversight of the CLSB board. The Accreditation Panel is comprised of one member of CLSB staff, one member of the CLSB board, and one independent member with relevant expertise in professional education and training. Activities described in this Handbook as being carried out by the Accreditation Panel may be carried out by any one or more member(s) of the Accreditation Panel.

## Using this Handbook

13. This Scheme Handbook provides information for existing and prospective Accredited Study Providers, to help them navigate the accreditation process and understand their obligations. The CLSB will follow this Handbook when dealing with matters relating to accreditation, and study providers are expected to do the same.
14. Our approach is designed to ensure that regulation of education and training of Costs Lawyers is fair, transparent, proportionate, and responsive to the changing demands of the legal profession. We seek to enable flexibility and innovation in the design and delivery of education and training, while maintaining high-quality, consistent education provision.

15. The Scheme Handbook will guide:
- prospective study providers in the design and delivery of their programme, by outlining the accreditation process and specifying the CLSB requirements for accreditation;
  - Accredited Study Providers in assuring quality, by clearly outlining the process for annual monitoring and interventions;
  - the CLSB Accreditation Panel in their accreditation and quality assurance decision making processes.

## Section 2: Accreditation process

### Purpose

16. The purpose of the accreditation process is to determine whether prospective study providers have the capacity and capability to meet the Accredited Study Provider Requirements (**Annex 3**), so that learners and the CLSB are assured that the Costs Lawyer Qualification is delivered to expected quality standards. Before a study provider can start to offer the Costs Lawyer Qualification it must be formally accredited by the CLSB, including by entering into an Accreditation Agreement (**Annex 4**).
17. This section looks at the initial accreditation process. Ongoing obligations of study providers and annual monitoring requirements are considered in Sections 3 and 4 below.

### Timelines

18. Prospective study providers should submit their application for CLSB accreditation around six months prior to the proposed enrolment date (for new applicants) or six months prior to the expiry date of their current CLSB Accreditation Agreement, unless a study provider wishes to apply earlier. Study providers should not proceed with enrolments for their proposed course of study until they have been granted accreditation. Any marketing or promotion of the course, or acceptance or assessment of applications, should be carried out in a way that makes the accreditation status of the course and the study provider clear to students. This might be achieved by including statements about accreditation in promotional materials and on the study provider's website, as well as communicating to applicants when the study provider expects to know whether they have received accreditation. In all cases, the study provider must avoid giving applicants and prospective applicants any misleading impression about their accreditation, including by omission.
19. Study providers can apply at any stage throughout the calendar year. Study providers should allow up to 28 business days for the CLSB to review the application before arrangements can be made for a study provider accreditation visit by the CLSB Accreditation Panel.
20. Applications for CLSB accreditation shall only remain valid for six months after the submission date. After this time the application will lapse, and if a study provider wishes to re-apply, they would be expected to submit a new application form and supporting evidence.

## Accreditation process

### 1. Initial contact

The study provider contacts the CLSB CEO via [enquiries@clsb.info](mailto:enquiries@clsb.info) to discuss their prospective application.



### 2. CLSB considers the information provided

CLSB reviews the information provided during discussions and advises the study provider if it seems unlikely the study provider will have the capacity and capability to meet the Accredited Study Provider Requirements. Basic due diligence checks (such as financial, awarding body and Companies House checks) may be completed at this stage.

Advice given at this stage is indicative only, with the aim of assisting the study provider in deciding whether to apply for accreditation. It does not prevent a study provider from making an application and does not bind the Accreditation Panel in considering any application that is subsequently made.



### 3. CLSB provides guidance on the application process

CLSB emails the prospective study provider with guidance on how they should complete and submit their application and supporting evidence.



### 4. The application and supporting evidence is submitted

The study provider submits the application and all supporting evidence to CLSB.



### **5. CLSB reviews the submitted application and supporting evidence**

The Accreditation Panel (supported by CLSB staff as necessary) conducts a review of the submitted application and supporting evidence to determine which of the Accredited Study Provider Requirements have been evidenced as met and which, if any, will require further verification through an accreditation visit. If additional information is required, the CLSB asks for this. The outcome of the review is communicated to the study provider.



### **6. Accreditation visit to the study provider's site(s) (physical or virtual) is arranged**

CLSB liaises with the study provider to arrange for the Accreditation Panel to conduct an accreditation visit.



### **7. Accreditation visit (physical or virtual) is conducted by the Accreditation Panel**

The Accreditation Panel meets with staff and learners, observes premises and/or e-learning platforms and learning sessions, and assesses whether the study provider meets any Accredited Study Provider Requirements that have not yet been fully evidenced. Depending on the size of the study provider and the complexity of the application, the visit may take anywhere from a part day to two days. The Accreditation Panel produces a report summarising the findings of the visit. A draft version of the report is shared with the study provider to make any factual corrections before the report is finalised.



### **8. Accreditation Panel makes decision**

The Accreditation Panel determines the outcome of the application based on whether the study provider has demonstrated that it meets the Accredited Study Provider Requirements. The Panel's decision takes into account both the evidence gathered during the visit and the information and evidence provided with the application.



### **9. Accreditation Panel's decision is confirmed**

CLSB issues a letter and a copy of the visit report to the study provider, communicating the outcome of the application and next steps. The letter also communicates any conditions or recommendations relating to accreditation, if applicable.

## Accreditation decision

21. The outcome of the application for accreditation, as determined by the Accreditation Panel, will be one of the following:
  - (i) Accreditation granted (with or without recommendations)
  - (ii) Accreditation granted subject to conditions
  - (iii) Accreditation refused

### ***(i) Accreditation granted***

22. Where the Accreditation Panel determines that a study provider has provided evidence to demonstrate that it meets all the Accredited Study Provider Requirements, accreditation will be granted.
23. The study provider will be sent an Accreditation Agreement in a form similar to that at **Annex 4**. Once the study provider has executed the Accreditation Agreement, it may begin marketing itself as a CLSB Accredited Study Provider.
24. The Accreditation Panel may make recommendations, based on its findings during the accreditation process, as to how the study provider could improve or maintain its performance against the Accredited Study Provider Requirements going forward. While recommendations are not mandatory, the CLSB will expect the study provider to take them into account in its programme planning and demonstrate (through the annual monitoring process) how the recommendations have been addressed or justify why they need not be addressed. Persistent failure to address recommendations could result in the study provider failing to meet one or more of the Accredited Study Provider Requirements over time.

### ***(ii) Accreditation granted subject to conditions (conditional accreditation)***

25. Where the Accreditation Panel determines that a study provider has provided evidence to demonstrate that it meets most, but not all, of the Accredited Study Provider Requirements, the Accreditation Panel may at its discretion grant accreditation subject to conditions. Conditions will specify actions or outcomes that must be achieved within a given timeframe, aimed at ensuring the study provider meets all outstanding Accredited Study Provider Requirements as soon as reasonably possible.
26. Conditional accreditation is likely to be granted where:
  - it can be clearly articulated what changes need to be made, and how those changes can be evidenced, in order for the study provider to fully meet all the Accredited Study Provider Requirements;
  - failure to meet all the Accredited Study Provider Requirements is unlikely to cause any material detriment to learners while the condition is being fulfilled; and
  - the study provider has indicated that it is willing and able to fulfil the condition within a reasonable timeframe.
27. The study provider will be sent an Accreditation Agreement in a form similar to that at **Annex 4**. Once the study provider has executed the Accreditation Agreement, it may begin marketing itself as a CLSB Accredited Study Provider while it fulfils the conditions on its accreditation.

The study provider should keep the CLSB updated as to its progress toward fulfilling the conditions, including any risks to fulfilment and how those risks are being mitigated.

28. The study provider must notify the CLSB when it believes it has fulfilled all the conditions on its accreditation. The CLSB will make arrangements for the Accreditation Panel to assess whether the study provider now meets the outstanding Accredited Study Provider Requirements. The Accreditation Panel may do this by reviewing submitted evidence or through a site visit, as necessary.
29. If the Accreditation Panel determines that the conditions have been fulfilled and the study provider now meets the outstanding Accredited Study Provider Requirements, the CLSB will issue a letter to the study provider confirming that the conditions on accreditation have been fulfilled and that the study provider's accreditation has become unconditional.
30. If the Accreditation Panel determines that the conditions have not been fulfilled, or if the study provider does not notify the CLSB that it has fulfilled the conditions within the specified timeframe, the Accreditation Panel will consider whether further conditions should be imposed or whether the study provider's accreditation should be withdrawn, in line with the Accreditation Agreement.

***(iii) Accreditation refused***

31. Where the Accreditation Panel determines that a study provider has not provided evidence to demonstrate that it meets all of the Accredited Study Provider Requirements, and the Accreditation Panel decides not to grant conditional accreditation, the Accreditation Panel will refuse to grant accreditation. The study provider will be informed in writing that accreditation has not been granted, including reasons for the refusal.
32. Details of the process for appealing against decisions of the Accreditation Panel can be found in Section 6 below.
33. A study provider that makes an unsuccessful application for accreditation may apply for accreditation again after a period of at least six months has elapsed since it was notified of the Accreditation Panel's decision to refuse its application. The new application must include a schedule of changes made since the last application and an evaluation of the effectiveness of those changes. This is in addition to the evidence submitted to demonstrate how the study provider meets the Accredited Study Provider Requirements. Please note that the CLSB is not obliged to accept an application.

## **Section 3: The Accreditation Agreement and reaccreditation**

34. All Accredited Study Providers are required to comply with this Handbook as well as the Accreditation Agreement that they will enter into when they become an Accredited Study Provider.
35. The Accreditation Agreement will expire at the end of the Accredited Study Provider's fourth year of delivering the Costs Lawyer Qualification, regardless of whether the original accreditation was conditional or unconditional. The Accredited Study Provider will remain

accredited by CLSB during this four-year delivery period subject to remaining compliant with the Accredited Study Provider Requirements, successfully fulfilling any conditions on their accreditation and completing the annual monitoring process (and subject always to the terms of the Accreditation Agreement).

36. The CLSB will take a risk-based approach to ongoing monitoring and will inform the Accredited Study Provider of any information it requires for monitoring purposes. However, Accredited Study Providers must promptly notify the CLSB of any material changes relating to their delivery of the Costs Lawyer Qualification, as outlined in the Accreditation Agreement.
37. During the fourth year of delivery, prior to expiry of the Accredited Study Provider's existing accreditation, the CLSB will contact the Accredited Study Provider and provide information about how to apply for reaccreditation. The reaccreditation process will be broadly the same as the accreditation process and will commence with a discussion about the Accredited Study Provider's ongoing capacity and capability to continue to meet the Accredited Study Provider Requirements.
38. When the reaccreditation process has been completed, the annual monitoring process shall commence for the following four years, with an application for reaccreditation being required again after a further four years has elapsed, and so on.

## Section 4: Annual Monitoring

39. To be assured that an Accredited Study Provider continues to meet the Accredited Study Provider Requirements during its period of accreditation, and to identify any risks to the quality of its programme delivery, the CLSB requires Accredited Study Providers approximately once every 12 months to complete an annual monitoring and declaration form (**Annex 5**) signed by the CEO or equivalent manager of the Accredited Study Provider.
40. The annual monitoring process, which is depicted below, enables the Accredited Study Provider to: confirm what remains unchanged since accreditation was granted or the previous year's declaration; provide updated information or evidence where necessary (such as new policies or contact details); and submit annual data for monitoring purposes (such as progression, diversity, attainment and complaints data).

### Annual monitoring process

#### 1. CLSB issues the annual monitoring and declaration form to the Accredited Study Provider

CLSB sends the Accredited Study Provider a copy of the annual monitoring and declaration form, pre-populated with the previous year's information where applicable.



#### 2. The Accredited Study Provider completes the annual monitoring and declaration form

The Accredited Study Provider checks all the information carefully and indicates on the form whether previously submitted evidence is still current for each Accredited Study Provider Requirement, provides updated evidence where necessary, and inputs monitoring data and metrics.



### 3. The annual monitoring and declaration form is signed and returned

The CEO (or equivalent) of the Accredited Study Provider checks the details provided on the annual monitoring and declaration form, signs it to confirm it is accurate, and the form together with any supporting documents is submitted to CLSB.



### 4. CLSB reviews the submitted annual monitoring and declaration form

The Accreditation Panel reviews the submitted documentation and considers whether there is any evidence to suggest that the Accredited Study Provider no longer meets the Accredited Study Provider Requirements. If there are areas of concern or significant change, an inspection visit by the Accreditation Panel may be arranged. The outcome of the Accreditation Panel's review, including any new recommendations or conditions, is communicated to the Accredited Study Provider.

41. By signing the annual declaration, the CEO (or equivalent) of the Accredited Study Provider is confirming that the provider continues to meet the Accredited Study Provider Requirements. If the Accredited Study Provider becomes concerned that it might not be meeting, or might not in the future meet, one of the Accredited Study Provider Requirements it should inform the CLSB straight away and not wait for the annual monitoring process.
42. If, at any stage, the CLSB or Accreditation Panel identifies that an Accredited Study Provider is not meeting one or more Accredited Study Provider Requirements, it will work with the Accredited Study Provider to remedy the issue as soon as possible. If it is not possible to do this in a timely manner, the Accreditation Panel will consider whether conditions should be placed on the Accredited Study Provider's accreditation or whether, in line with the Accreditation Agreement, accreditation should be withdrawn.

## Additional sites

43. Accredited Study Providers that wish to apply for additional **physical** sites should review the Accredited Study Provider Requirements to ascertain how all relevant requirements are met at a new site they are looking to add. Accredited Study Providers should then discuss with CLSB how the new site might be included within their existing accreditation.
44. The first stage of the process will be to agree a timetable, to determine what evidence will need to be submitted to CLSB and whether a visit to the new site will be required.
45. If a visit is required, this will be undertaken by CLSB staff, members of the Accreditation Panel or both, depending on the circumstances of the site. The Accredited Study Provider will likely be asked to demonstrate that the site operates to the same standards, offers equivalent learner experience, and poses no greater risk than the site upon which the original accreditation decision was based.

# Section 5: Risk monitoring

## Risk-based monitoring approach

46. Accredited Study Providers are trusted with delivery of the Costs Lawyer Qualification. Maintaining quality, consistency and high standards of delivery and assessment is essential to the success of the qualification and the profession's ability to meet the expectations of clients and the public. CLSB's approach to monitoring Accredited Study Providers aims to recognise and encourage good practice as well as identify poor practice which could undermine an Accredited Study Provider's ability to maintain standards.
47. The CLSB's approach uses both quantitative and qualitative information to build a risk profile for Accredited Study Providers, centred around self-reported performance data, and augmented by targeted information gathering where the risk profile suggests this is necessary.
48. The following information, which may be requested through the annual monitoring process or on an ad hoc basis, will be used to inform an Accredited Study Provider's risk profile:
  - annual course reports
  - external audit reports
  - external examiners' reports
  - complaints received
  - progress towards conditions and recommendations
49. Where an Accredited Study Provider's risk profile indicates it is warranted, the CLSB may visit an Accredited Study Provider's premises with reasonable notice to ensure that all requirements relating to accreditation are being met. The CLSB may also need to visit an Accredited Study Provider in the event of an investigation into malpractice or maladministration, or learner malpractice.

## Risk intervention

50. The CLSB board has oversight of the nature and extent of risk-related interventions. The CLSB aims to help study providers retain their Accredited Study Provider status and to allow them, where appropriate, time to resolve their own issues. Where an increased level of risk is identified by the CLSB it will review the situation and decide on the actions to be taken. All actions taken on the part of the CLSB in response to risk will be proportionate and in keeping with the nature of the risk identified and the duty to act in the public interest. It may be necessary for a CLSB representative to visit an Accredited Study Provider to discuss the identified issues and how these could be addressed. An Accredited Study Provider action plan may be produced to detail specific actions and timescales, and these may be formalised as accreditation conditions by the Accreditation Panel where necessary.
51. If a significant incident is identified, for example where the interests of the Accredited Study Provider's learners are seriously at risk, the integrity of the qualification could be compromised, or the reputation of CLSB and the Costs Lawyer Qualification could be harmed, the CLSB is likely to suspend or revoke the Accredited Study Provider's accreditation in line with the Accreditation Agreement. Suspension or revocation means that an Accredited Study Provider cannot deliver the Costs Lawyer Qualification or advertise the Costs Lawyer

Qualification and use the CLSB Accredited Study Provider logo for the purposes of marketing and promotion activities.

## Section 6: Review and appeals

### Review of a report

52. A study provider may request a review of the findings made in a visit report within 10 days of receiving the report where there has been a procedural irregularity. The study provider should write to the Accreditation Panel setting out why it believes the visit report should be reviewed. If a review is requested, the Accreditation Panel will consider the reasons given. If the Accreditation Panel decides those reasons have merit, the Accreditation Panel may amend its report and/or carry out a further visit, as appropriate. Any new or amended report issued following a review will not be subject to further review.

### Appeals against decisions

53. If a study provider wishes to appeal against a decision of the Accreditation Panel, or a decision of the CLSB to revoke or suspend accreditation, it may do so in writing within 28 days of receiving notice of the decision. The appeal should be sent to the CEO of the CLSB at [enquiries@clsb.info](mailto:enquiries@clsb.info) and articulate clearly why the study provider believes the decision was incorrect. The study provider's reasons for appeal must be supported by evidence. Any appeal submitted without supporting evidence will be refused.
54. The appeal will be considered, on paper, by an Appeal Panel. An Appeal Panel will be convened by the Chair of the CLSB board (Chair) when needed. The Appeal Panel will be comprised of the Chair along with two other members of the CLSB board, neither of whom was a member of the Accreditation Panel that made the decision appealed against. The CLSB will notify the study provider of the outcome of the appeal in writing within 28 days of the appeal being received and this outcome will be final.

## Section 7: Reporting incidents to CLSB

55. Accredited Study Providers are required on an ongoing basis to comply with the Accreditation Agreement, including CLSB regulatory arrangements for the Costs Lawyer Qualification and ongoing reporting requirements.
56. Under the terms of the Accreditation Agreement, Accredited Study Providers are required to take all reasonable steps to identify and manage the risk of occurrence of an incident which could compromise, for example:
  - the integrity of the Costs Lawyer Qualification or assessment;
  - the Accredited Study Provider's compliance with the Accreditation Agreement or this Scheme Handbook;
  - the CLSB's compliance with its regulatory duties;
  - the reputation of the CLSB or the Costs Lawyer Qualification.

57. Accredited Study Providers must promptly notify the CLSB in the event of the occurrence or likely occurrence of such an incident. Such incidents could include, for example:
- loss, theft or breach of confidentiality of assessment materials;
  - loss of learner assessments (including examination scripts);
  - insufficient resources to deliver the Costs Lawyer Qualification in accordance with the Accredited Study Provider's obligations;
  - incidents of malpractice or maladministration;
  - failure to deliver assessments/examinations in accordance with the Accredited Study Provider's policies and procedures;
  - financial irregularities.
58. When reporting an incident to the CLSB, the Accredited Study Provider should provide the following information, as appropriate to the incident:
- a summary of the incident;
  - the number of learners affected;
  - the actual or potential impact on learners;
  - action taken or planned to mitigate the impact of the incident and the associated timelines.

## **Section 8: Accredited Study Provider decides to withdraw from delivery**

59. If an Accredited Study Provider decides not to continue to deliver the Costs Lawyer Qualification, the Accredited Study Provider must notify the CLSB at the earliest opportunity. The CLSB is keen to assist Accredited Study Providers to remain accredited if possible and may be able to help the study provider with any delivery issues they may be experiencing. However, if the Accredited Study Provider's final decision is not to continue to deliver the qualification, the Accredited Study Provider must give serious consideration to protecting the interests of current learners.
60. Accredited Study Providers must provide sufficient advance notice of the intention not to continue as an Accredited Study Provider to enable the CLSB to make adequate plans to secure support for the learners concerned. Accredited Study Providers withdrawing from delivery of the Costs Lawyer Qualification must comply with the withdrawal and termination provisions in the Accreditation Agreement.

# Section 9: Assessment

## Assessment Outcomes

61. As explained above, the purpose of the Costs Lawyer Qualification is to ready a learner for practising as a Costs Lawyer and, through assessment, satisfy the CLSB that the learner has demonstrated the competencies in the Costs Lawyer Competency Statement (**Annex 1**).
62. The CLSB gains assurance of the competency of all learners by setting Assessment Outcomes, which are linked to the knowledge and skill areas in the Competency Statement. Accredited Study Providers must design assessments for the Costs Lawyer Qualification that meet these Assessment Outcomes. This is reflected in criterion 7.1 of the Accredited Study Provider Requirements (**Annex 3**). In this way, learners who pass the assessments, and complete the Costs Lawyer Qualification, will have demonstrated that they meet the standards in the Competency Statement and are thus ready for authorisation. The Assessment Outcomes are at **Annex 6**.
63. To ensure that the Assessment Outcomes are adequately met, the CLSB may appoint an external examiner (or a panel of external examiners, as appropriate) at the CLSB's expense to review aspects of the Accredited Study Provider's assessment design and delivery for any given year. The external examiner will consider whether the nature and scope of the assessments meet the criteria in part 7 of the Accredited Study Provider Requirements, and may work alongside or independently of the Accredited Study Provider's own appointed external examiners. This process is available as a quality assurance mechanism where needed, and can promote consistency between assessments delivered by different Accredited Study Providers.
64. An external examiner is most likely to be used by the CLSB in the first year of course delivery or where a risk to quality has been identified. The CLSB will appoint an external examiner who has appropriate expertise and capacity to carry out the task.

## Assessment Guidance

65. To help Accredited Study Providers choose assessment methods that are appropriate for demonstrating achievement of the Assessment Outcomes, the CLSB has developed Assessment Guidance (**Annex 7**). This provides more information about the Assessment Outcomes and suggests ways of structuring assessments to ensure that sufficient weight is given to the different types of outcomes.
66. The Assessment Guidance is not prescriptive. We appreciate that Accredited Study Providers might, for example, have existing assessment methods that would successfully deliver the Assessment Outcomes while departing from the Assessment Guidance, or might wish to adopt innovative new approaches.
67. However, we would expect an Accredited Study Provider to give due consideration to the Assessment Guidance in thinking about assessments for its programme to help the Accredited Study Provider meet good practice standards. In particular, where an assessment method would significantly depart from the Guidance, it is likely that the Accredited Study Provider would need to provide additional information to show that the Assessment Outcomes have been met.

## Learning outcomes

68. It should be noted that there are no prescribed learning outcomes for the Costs Lawyer Qualification in addition to the Assessment Outcomes. The CLSB is concerned with the competency of learners who successfully complete the Costs Lawyer Qualification. That competency standard is embedded in the Assessment Outcomes. In order for learners to pass assessments and progress through the study programme, the course content will need to be directly relevant to the Assessment Outcomes.
69. Accredited Study Providers are free to develop their own learning outcomes (or similar) for their study programme and communicate these to learners and prospective learners, to help them understand what knowledge and skills they will develop in each part of the programme.

## Course size and level

70. There is no prescribed minimum number of learning hours that learners must spend on each knowledge and skill area. This is intended to facilitate flexibility in course design and delivery, supporting cross learning and assessment between knowledge and skills, as well as development of the attributes, by reference to the Competency Statement (**Annex 1**).
71. To give an indication of the likely overall size of the course, it would be realistic to expect a learner to spend anywhere between 1,400 and 1,800 hours completing the whole Costs Lawyer Qualification. The actual time spent by any given learner will vary according to their experience and prior knowledge and will include time spent on private study, attending learning or practice sessions, and preparing for summative assessments.
72. Equally, there is no formal qualification level ascribed to the Costs Lawyer Qualification under the Regulated Qualifications Framework, however we ~~would~~ expect learners to attain knowledge and skills at or above the equivalent of a level six qualification by the end of their studies.
73. Accredited Study Providers should make clear when communicating their proposed course design to the CLSB the intended size and level of the various elements of the course, culminating in attainment at the equivalent of level six or higher. This information should also be clearly communicated to prospective learners, for example through a prospectus or syllabus document.

# Section 10: Exemptions

## Exemptions policy

74. Accredited Study Providers should give careful consideration to the circumstances in which an applicant's prior learning will be sufficient to demonstrate achievement of the Assessment Outcomes and assure competence in a particular area or areas. In such circumstances, the Accredited Study Provider should consider whether to grant an exemption from assessment.
75. To this end, an Accredited Study Provider must publish a policy for determining applications for exemptions. An Accredited Study Provider's exemptions policy should provide clear information about:

- the types of prior learning that may give rise to an exemption;
- the process and criteria that the Accredited Study Provider will apply in determining applications for exemptions;
- any requirements as to the form of an application for an exemption, including any evidence that the applicant must provide;
- how an applicant can appeal a decision relating to exemptions; and
- any other matters that could be expected to assist applicants in considering whether and how to apply for an exemption.

An Accredited Study Provider should regularly review its exemptions policy to ensure that it leads to fair and consistent outcomes for applicants and fosters a diverse profession.

76. At least two types of exemption should be made available to applicants, namely exemptions for specific (“listed”) qualifications and exemptions for other prior learning. These are described further below.
77. Accredited Study Providers may also exempt applicants from certain learning elements of their study programme, while still subjecting those learners to assessment. This is most likely to be appropriate where the activity that provides the basis for exemption has developed a relevant competency in the applicant, but the applicant cannot show they were objectively appraised against the Assessment Outcomes relating to that competency by an equivalent training provider.

## Exemptions for listed qualifications

78. The table below lists a number of qualifications that involve the development of competencies and achievement of assessment outcomes that are equivalent to aspects of the Costs Lawyer Qualification. Where an applicant can show they have successfully completed one or more of these listed qualifications, they should be entitled to exemptions from the Assessment Outcomes in the corresponding area of the Costs Lawyer Qualification.

<b>Qualification</b>	<b>Exemption from Assessment Outcomes relating to:</b>
Qualifying law degree	Contract law; Tort
Graduate diploma in law	Contract law; Tort
Solicitors Qualifying Examination (SQE) 1	Contract law; Tort
Solicitors Qualifying Examination (SQE) 2	Civil litigation; Professional standards and ethics
Legal Practice Course (legacy qualification)	Civil litigation; Professional standards and ethics
Bar Practice Course	Civil litigation; Professional standards and ethics; Advocacy

Bar Professional Training Course (legacy qualification)	Civil litigation; Professional standards and ethics; Advocacy
Higher rights of audience (civil)	Advocacy
CILEX Level 6 Diploma in Law and Practice	Professional standards and ethics

79. An Accredited Study Provider’s exemptions policy should clearly set out what evidence an applicant must provide to show they have attained one of the listed qualifications. Where an applicant provides that evidence, exemptions should be granted accordingly, without further discretion being applied.
80. Further exemptions may be available to applicants who hold a listed qualification – in addition to the exemptions set out in the table above – for example where an applicant has completed an optional module with equivalent content and assessment outcomes to an aspect of the Costs Lawyer Qualification. An Accredited Study Provider should make clear in its exemptions policy that applicants may be entitled to such further exemptions, and set out the process and criteria for applying.

## Exemptions for other prior learning

81. Where an applicant does not hold a listed qualification, but has successfully completed prior learning that involves content and assessment outcomes similar to the Costs Lawyer Qualification, the applicant may apply for an exemption for other prior learning. [This includes prior learning undertaken outside of England and Wales](#). The Accredited Study Provider should assess such applications on a case-by-case basis, using the process and criteria set out in the Accredited Study Provider’s exemptions policy.
82. An Accredited Study Provider should provide applicants with assistance and information relevant to their personal circumstances when an applicant is considering applying for, or has applied for, an exemption for other prior learning. Applications should be determined by way of a written decision provided to the applicant, giving reasons for the decision where an application is refused.
83. While responsibility for assessing equivalence of other prior learning sits with the Accredited Study Provider, the CLSB can provide guidance and support on a case-by-case basis if needed.

## Section 11: Admission

84. Accredited Study Providers should publish a policy for determining applications for admission to their study programme. The admissions policy should set out clear, objective criteria for admission which can be applied fairly and consistently in practice.
85. Admission criteria should be aimed at safeguarding learners from enrolling in a course of study that they are unlikely to complete or that does not meet their needs. Admission criteria must not directly or indirectly lead to differential outcomes for people with protected characteristics under the Equality Act 2010, and must promote the regulatory objective of

encouraging an independent, strong, diverse and effective legal profession (see section 1 of the Legal Services Act 2007 and paragraphs 91 to 93 below).

86. We are mindful that an Accredited Study Provider might draw course material for the Costs Lawyer Qualification from its wider training offering, or might offer costs training to learners who do not intend to proceed to authorisation as a Costs Lawyer. This is a legitimate and efficient approach. However Accredited Study Providers should, in their marketing and course literature, make clear whether a course pathway leads to authorisation to ensure that applicants are not misled.
87. Accredited Study Providers should also provide those applicants who express an interest in course pathways that lead to authorisation with information about the criteria for authorisation, to enable applicants to make fully informed choices. For example, applicants should be informed of the requirement in the CLSB's Practising Rules to disclose certain types of events to the CLSB upon applying for a practising certificate.
88. Accredited Study Providers should take all reasonable steps to verify a learner's identity and to verify that information provided by a learner upon registration is accurate and complete. It must be possible to uniquely identify each individual learner, for example through the assignment of a student number. New learners should be provided with appropriate induction and orientation support.
89. A decision to refuse admission should be communicated to the applicant in writing, giving reasons for the decision.
90. An Accredited Study Provider's admissions policy should include an avenue for appealing against decisions to refuse admission. Where an applicant is seeking to become an authorised Costs Lawyer through their course of study, that route of appeal should culminate in an appeal to the CLSB.

## Section 12: Further information

### Equality and diversity

91. In line with the regulatory objective of promoting a strong, diverse and effective legal profession (as set out in section 1 of the Legal Services Act 2007), the CLSB will ensure that its regulatory arrangements for the Costs Lawyer Qualification are designed to make qualification as a Costs Lawyer accessible to everyone regardless of their characteristics or background.
92. Accredited Study Providers have an important role to play in facilitating the development of a diverse Costs Lawyer profession, given that the diversity profile of learners will impact the diversity profile of the profession when learners qualify. This is reflected in criterion 12.5 of the Accredited Study Provider Requirements (**Annex 3**), which requires Accredited Study Providers to ensure there are mechanisms in place for promoting diversity.
93. In addition to having an equality, diversity and inclusion policy, Accredited Study Providers should ~~give thought to implementing~~implement (and, where relevant, ~~evaluat~~ing the success of) ~~the following kinds of~~targeted mechanisms for:

- aligning the categories of diversity data they collect with the categories used by the CLSB, [going beyond protected characteristics in the Equality Act 2010 to cover factors like social mobility](#);
- analysing the success of admission applications, and the attainment/progression of learners, against diversity markers;
- encouraging applications from a wide pool of potential learners, especially in areas where representation is disproportionately low;
- ensuring their programmes meet the particular needs of individuals from protected groups where these are different from the needs of others, and working to eliminate any barriers to their success; and
- ensuring that delivery and assessment provide an equal opportunity for all students to achieve and demonstrate their full potential.

## Personal data

94. There are numerous touchpoints where the CLSB and the Accredited Study Provider may need to share a learner’s personal data with one another. This includes situations in which sharing personal data is necessary to respond to enquiries, to handle complaints and appeals, to carry out verification checks upon qualification, or to oversee a learner’s Qualifying Experience (as defined in the Training Rules, at **Annex 2**).
95. The CLSB is committed to safeguarding personal data that Accredited Study Providers supply to the CLSB. The CLSB will process learner data in compliance with the CLSB’s privacy policy and the Accreditation Agreement. Accredited Study Providers are expected to do the same.

## Complaints

96. We aim to ensure that everyone who contacts us receives a prompt response and is treated fairly. If you would like to give us feedback about the service we provide, please get in touch using the [contact page](#) of our website.
97. If you would like to make a complaint about our service, you can find our [complaints process](#) on our website. First, please tell the person you have been dealing with that you want to make a complaint. We will always attempt to resolve your complaint informally in the first instance, by talking things through and looking for a solution.

## Advertising and marketing

98. An Accredited Study Provider is only authorised to use the Accredited Study Provider logo when it has been granted full or conditional accreditation status. Accredited Study Providers must use the logo in accordance with the Terms of Use (**Annex 8**). Any misuse of the logo will be investigated by the CLSB and action may be taken accordingly.
99. Otherwise, Accredited Study Providers may refer to their accreditation in promotional materials and course literature, so long as the reference is not misleading.
100. Accredited Study Providers must give accurate and complete information about their study programme to learners, and to any intermediaries who communicate with learners, to ensure that learners can make informed choices as between courses and study providers.

## CLSB contacts

101. All enquiries about accreditation should be submitted to the CEO of the CLSB via [enquiries@clsb.info](mailto:enquiries@clsb.info).

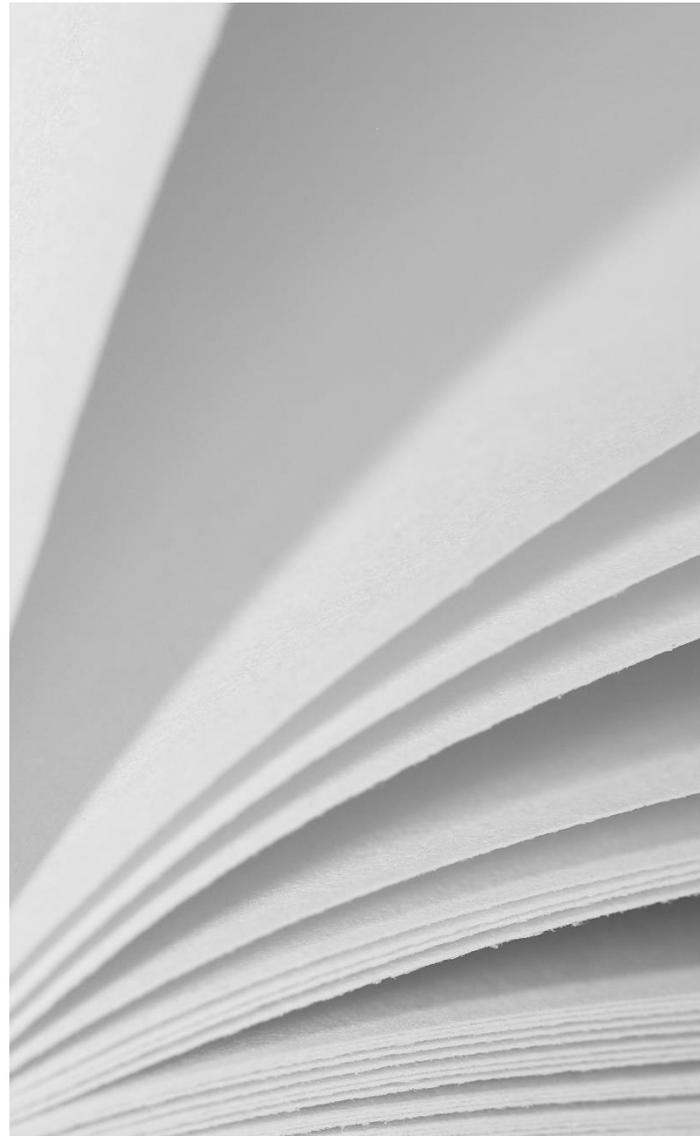
# **Annex 1**

## **Costs Lawyer Competency Statement**

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# Costs Lawyer Competency Statement

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2 February 2022

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Costs Lawyer Standards Board

CLSB

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# About the Competency Statement

## How to use this document

The CLSB regulates Costs Lawyers in England and Wales. The requirements for practising as a Costs Lawyer are set out in the CLSB's Practising Rules. Practising Rule 1.1 establishes that, in order to practise as a Costs Lawyer, a person must first qualify as a Costs Lawyer in accordance with the CLSB's Training Rules. Once a person has qualified in this way, they can apply to the CLSB for a practising certificate.

This document describes the level of competency that a Costs Lawyer is expected to have at the point of qualification, when they are first eligible to apply for a practising certificate. It sets out:

- The categories of legal and technical **knowledge** that a Costs Lawyer will possess at the point of qualification
- The **skills** that a Costs Lawyer will demonstrate
- The **Minimum Standard** to which the above knowledge and skills will be applied
- The **professional attributes** that will help a Costs Lawyer meet the Minimum Standard and progress successfully beyond qualification

The Minimum Standard is described on page 5, followed by the expected knowledge and skills. These elements of the Competency Statement set a threshold or baseline standard that all newly qualified Costs Lawyers will meet. Many individual Costs Lawyers will exceed this standard; they might have additional skills or knowledge that they bring to the role, or they might apply their skills and knowledge at a level above the Minimum Standard. But in all cases, the minimum requirements set out in this Competency Statement must be met.

The purpose of the professional attributes is different. Our research identified eight attributes that are particularly important for enabling Costs Lawyers to apply their skills and knowledge in a way that meets or exceeds the Minimum Standard. These attributes should be nurtured during a Costs Lawyer's training and continually developed throughout their career. However, the CLSB does not require newly qualified Costs Lawyers to demonstrate the attributes to any kind of defined minimum standard.

This Competency Statement should be read in conjunction with the Costs Lawyer Handbook. In particular, the Competency Statement forms an integral part of the service requirements set out in the Code of Conduct, especially under Principle 4 (requiring Costs Lawyers to provide a good quality of work and service to each client). Failure to meet the requirements of the Code of Conduct could result in disciplinary action.

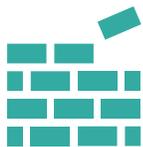
# How the elements fit together

The relationship between the elements of the Competency Statement is summarised below.



**Knowledge**

- Civil litigation
- Contract law
- Tort
- Practice and procedure in specialist forums
- Costs pleadings and process
- Legal aid
- The lawyer-client relationship and funding arrangements
- Professional standards and ethics



**Skills**

- Relationship management
- Case management
- Self management
- Effective communication
- Negotiation
- Advocacy
- Agile thinking

## Knowledge and skills are applied to the level of the Minimum Standard



**Minimum Standard**

“A Costs Lawyer will apply the knowledge and skills set out in this Competency Statement in a way that means their work will meet or exceed the following standard...”

## Supported by the development of professional attributes, during training and beyond



**Professional attributes**

- Self-sufficient
- Diligent
- Accountable
- Curious
- Proactive
- Professional
- Commercial
- Inclusive

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## Who should use this document

This document is for use by:

- **Prospective Costs Lawyers** – To allow those who are training to become a Costs Lawyer, or are considering becoming a Costs Lawyer, to better understand what they will learn during their training and assess whether the profession is a good fit for them.
- **Training providers** – To allow organisations that deliver, or that are interested in delivering, elements of the Costs Lawyer Qualification to develop valid and relevant course programmes, materials and assessments.
- **The public, clients and courts** – To help those who interact with the profession to understand what they can expect from a Costs Lawyer at the point of qualification.
- **Employers** – To guide internal training and supervision programmes, and create opportunities for employees to develop and build on the competencies.
- **The CLSB** – To facilitate the development of rules and regulations in relation to the Costs Lawyer Qualification that are targeted at ensuring the level of competency described in this Statement.

## The Minimum Standard

At the point of qualification, a Costs Lawyer will apply the knowledge and skills set out in this Competency Statement in a way that means their work will meet or exceed the following standard:

1. Work is not negligent.
2. If work involves the exercise of professional judgement, that judgement is reasoned and defensible.
3. Work demonstrably assists the client and puts the client in a better position than if the work had not been carried out.
4. Work is fit for, and appropriate to, its purpose.
5. Work is performed to this standard within a reasonable timeframe.

Achieving this standard might involve seeking support or guidance from a supervisor or other legal practitioner at appropriate stages, depending on the nature and complexity of the work.

# Legal and technical knowledge

Newly qualified Costs Lawyers will demonstrate a sound understanding of at least the following nine areas of legal knowledge. The specific topics that they should be familiar with in each area of knowledge will change over time, in line with changes to law and practice.

Details of the specific topics that are currently prescribed by the CLSB can be found in the course documentation. An indication of the relative depth and breadth of knowledge required in each area is included in the table below.

	Depth and breadth of knowledge required		
	Key concepts and general principles	Detailed knowledge and understanding	Optional additional knowledge, depending on intended practice area
Civil litigation	✓	✓	
Practice and procedure in specialist forums	✓		✓
Legal aid	✓		✓
Contract law	✓	✓	
Tort	✓		✓
Costs pleadings and process	✓	✓	
The lawyer-client relationship and funding arrangements	✓	✓	
Professional standards and ethics	✓	✓	

The table below summarises why each knowledge area is considered important.

Civil litigation	This informs most cases and is fundamental to the job, including knowledge and understanding of the Civil Procedure Act 1997 and the Civil Procedure Rules. This area includes the knowledge required to be a competent advocate.
Practice and procedure in specialist forums	A general understanding of the rules and procedure for employment, immigration, family and criminal litigation is necessary, given that Costs Lawyers may practise in any costs specialism once qualified, as is an understanding of the rules and procedure of the Supreme Court, Court of Protection and arbitral tribunals. Those specialising in these areas will benefit from additional training through optional modules and/or CPD.
Legal aid	The complexity of the legal aid process (and infrequency of cases for non-specialists) makes this area difficult for newly qualified Costs Lawyers, and yet economics dictate that junior lawyers often run these files.
Contract law	This is frequently relevant to understanding the underlying case as well as the legal obligations that govern costs liability.
Tort	A general knowledge of tort is relevant to understanding the underlying case in personal injury and clinical negligence claims. Those specialising in these areas will benefit from additional training through optional modules and/or CPD.
Costs pleadings and process	The quantification and assessment of costs are core, routine areas for junior Costs Lawyers, requiring unique technical and strategic understanding applied across different areas of law. Preparing documents such as budgets, bills of costs and points of dispute and reply are tasks that are often carried out without close supervision at an early stage of a Costs Lawyer's career, and may require complex analysis and skillful presentation.
The lawyer-client relationship and funding arrangements	Specialist knowledge of the arrangements that govern costs in legal proceedings (such as solicitor retainers, costs indemnities and funding agreements, as well as the Solicitors Act 1974) enables Costs Lawyers to advise on costs structuring and budget management, and to act in lawyer-client fee disputes.
Professional standards and ethics	This is necessary to preserve the reputation of the profession, retain an individual's regulated status and protect the interests of clients and the wider public.

# Skills

Newly qualified Costs Lawyers will demonstrate the skills set out below in carrying out their role. For each skill, behavioural indicators have been used to provide examples of what it looks like when someone displays the skill (positive indicators) or lacks the skill (negative indicators).

The behavioural indicators are designed to help trainee Costs Lawyers understand what is expected of them, and help training providers and supervisors know what to look for when assessing whether a skill is being demonstrated. Inevitably, some skill areas overlap and one behaviour might indicate a number of skills. Equally, the indicators are not exhaustive; a skill can be demonstrated in many ways and the indicators should be taken as a guide.

<b>Relationship management</b>	<b>What is it?</b>	The ability to build and manage constructive relationships with stakeholders of all kinds.	
	<b>Why is it important?</b>	Costs Lawyer work requires regular interaction and engagement with clients (sometimes lay clients), colleagues and other members of the wider legal profession. Building and maintaining good working relationships establishes trust and influence, and requires empathy, collaboration and good communication skills.	
	<b>How does it help?</b>	People who demonstrate this skill will be sensitive to how the frequency and content of their oral and written communications impact others and manifest in outcomes.	
	<b>Positive behavioural indicators</b>		<b>Negative behavioural indicators</b>
	<ol style="list-style-type: none"> <li>1. Is empathetic to the needs and motivations of those they interact with</li> <li>2. Manages client expectations – explains process, cost and timeframe, including factors that could affect these, and updates as necessary</li> <li>3. Develops good working relationships with colleagues</li> <li>4. Engages with opponents in a professional and constructive manner, regardless of how others conduct themselves</li> <li>5. Recognises that colleagues and clients may have different attitudes and perspectives and can manage these effectively</li> </ol>		<ol style="list-style-type: none"> <li>1. Communicates to clients a lack of interest in, or time for, their matter (e.g. by openly prioritising one client over another)</li> <li>2. Does not keep other team members informed of critical issues, new work coming in or their caseload generally</li> <li>3. Does not share know-how with the group</li> <li>4. Lacks self-awareness and allows own emotions to impact negatively on relationships with others</li> </ol>

<b>Case management</b>	<b>What is it?</b>	The ability to anticipate, respond to and proactively drive the progress of all cases the Costs Lawyer is working on.	
	<b>Why is it important?</b>	Following qualification, Costs Lawyers are expected to manage their own caseload, albeit usually supervised, and seek input when and where necessary. Using technology to help organise tasks, as well as employing good organisational skills, ensures important dates and details are not overlooked.	
	<b>How does it help?</b>	People who demonstrate this skill will be able to prioritise tasks and juggle cases at different stages of completion.	
	<b>Positive behavioural indicators</b>	<b>Negative behavioural indicators</b>	
	<ol style="list-style-type: none"> <li>1. Applies legal knowledge and skills to all cases effectively</li> <li>2. Keeps to schedule – sticks to agreed processes for ongoing file review, diarises and meets important deadlines</li> <li>3. Understands the value of process and abides by it, even if routine/repetitive</li> <li>4. Plans ahead for work involved on a file – estimates time involved and considers impact on existing caseload and other members of the team</li> <li>5. Regularly informs stakeholders of ongoing costs and file progress as well as potential issues and problems</li> <li>6. Liaises with the client on routine matters and, where appropriate, more substantive technical issues</li> <li>7. Is able to work without constant supervision</li> </ol>	<ol style="list-style-type: none"> <li>1. Persistently underestimates the time involved in tasks</li> <li>2. Demonstrates lack of preparation or organisation</li> <li>3. Displays poor time recording practices when charging on an hourly basis</li> <li>4. Presents supervisors with problems without first thinking through potential solutions</li> <li>5. Fails to properly onboard clients – works without an adequate retainer or fails to provide the client with prescribed/regulatory information</li> <li>6. Fails to seek client instructions or otherwise clarify client instructions before proceeding</li> <li>7. Does not follow court procedure (e.g. misses filing deadlines or important procedural steps)</li> </ol>	

<b>Self management</b>	<b>What is it?</b>	<b>The ability of a Costs Lawyer to recognise their own emotions, limitations and doubts, understand how these could influence their conduct, and manage their behaviour accordingly.</b>	
	<b>Why is it important?</b>	Costs Lawyers typically work on cases that are demanding on personal resource – cognitive, emotional and physical. They engage with diverse clients ranging from those expert in adversarial communications to distressed individuals unfamiliar with the law. Being able to effectively manage oneself and the demands of others helps protect mental wellbeing, maintain expected quality of work output and avoid ethical failings.	
	<b>How does it help?</b>	People who demonstrate this skill will be able to balance competing demands on their personal resources, act with integrity and seek help and support when required.	
	<b>Positive behavioural indicators</b>	<b>Negative behavioural indicators</b>	
	<ol style="list-style-type: none"> <li>1. Takes responsibility for own professional decisions and notifies supervisors of mistakes quickly</li> <li>2. Maintains a professional boundary with clients</li> <li>3. Is able to motivate to work alone, albeit with supervision, on long projects</li> <li>4. Recognises when to seek help and guidance (e.g. when working beyond competence or having difficulty managing workload)</li> <li>5. Is confident to say when they do not agree or challenge something they do not understand</li> <li>6. Is able to deal with situations involving another’s negligence or dishonesty (e.g. on the part of an instructing lawyer)</li> <li>7. Reflects on their own performance and takes action where needed</li> </ol>	<ol style="list-style-type: none"> <li>1. Reacts negatively to perceived criticism</li> <li>2. Covers up mistakes and tries to avoid consequences</li> <li>3. Lacks confidence in work output or decisions – risks spending too much time on a matter or avoiding tasks</li> <li>4. Takes on too much work, at risk to themselves and their work</li> <li>5. Ignores unethical behaviour</li> </ol>	

<b>Agile thinking</b>	<b>What is it?</b>	<b>The ability of a Costs Lawyer to adapt their approach depending on the circumstances and apply knowledge, ideas and technologies to novel situations.</b>	
	<b>Why is it important?</b>	Costs Lawyers will inevitably face issues with which they are unfamiliar either because of changes in the law or due to a lack of experience. Agile thinking is demonstrated by finding new ways of using existing knowledge and resources as well as undertaking legal research to further a client’s case. Knowing how to undertake and apply legal research helps to create confidence in relationships with clients and supervisors and requires a knowledge of available resources and good verbal reasoning skills.	
	<b>How does it help?</b>	People who demonstrate this skill will display a willingness to take on varied work and find alternative solutions.	
	<b>Positive behavioural indicators</b>	<b>Negative behavioural indicators</b>	
	<ol style="list-style-type: none"> <li>1. Deploys legal research resources efficiently and effectively</li> <li>2. Proactively keeps own legal knowledge and skills up to date</li> <li>3. Uses initiative to research a point and present it to their supervisor</li> <li>4. Recommends a range of options to the client</li> <li>5. Is able to identify new ways of approaching an issue which might be beneficial to the client or practice (e.g. the application of an innovative technology)</li> <li>6. Draws on a range of sources, techniques and ideas to develop solutions to problems</li> <li>7. Can tackle large problems by breaking them down into constituent parts</li> <li>8. Seeks the input of colleagues on new approaches</li> <li>9. Can adapt approach in a tight timescale</li> </ol>	<ol style="list-style-type: none"> <li>1. Does not fit legal arguments with the facts of the case</li> <li>2. Is slavish to the text of existing precedents</li> <li>3. Does not take account of the client’s business or personal context</li> <li>4. Tends to refuse work that is unfamiliar or challenging</li> <li>5. Rejects ideas and innovations simply because they are untried</li> <li>6. Fails to recognise and tackle an ethical dilemma</li> </ol>	

<b>Effective communication</b>	<b>What is it?</b>	<b>The ability to identify and use a method of communication that is appropriate for the circumstances in order to convey relevant information clearly.</b>	
	<b>Why is it important?</b>	Costs Lawyers are required to communicate concisely and accurately when advising clients – orally and in writing – and when working with colleagues. They are also required to draft formal legal documents including bills of costs, points of dispute, replies and skeleton arguments. Adopting an effective, contextualised form and style of communication is critical in ensuring a positive outcome for the client.	
	<b>How does it help?</b>	People who demonstrate this skill will have a good command of the English and/or Welsh languages and will structure their communications to ensure they are both accessible to and appropriate for the intended audience and situation.	
	<b>Positive behavioural indicators</b>	<b>Negative behavioural indicators</b>	
	<ol style="list-style-type: none"> <li>1. Explains the complicated simply</li> <li>2. Uses plain language and avoids jargon and abbreviated terms</li> <li>3. Plans and structures drafting to aid the reader’s understanding</li> <li>4. Is able to engage supervisors and colleagues on technical issues and provide sufficient and salient information for them to give helpful advice and feedback</li> <li>5. Understands when and how to engage with different methods of communication</li> <li>6. Adapts communication style to suit the situation and audience</li> </ol>	<ol style="list-style-type: none"> <li>1. Gives poorly structured advice where the point is lost or obscured</li> <li>2. Displays poor presentation, grammar or spelling</li> <li>3. Fails to take account of others’ views (e.g. of a client, instructing solicitor, supervisor, judge)</li> <li>4. Produces something ‘academic’ which is accurate but not helpful to a court or client in practice</li> <li>5. Does not know or does not apply drafting conventions for formal documents</li> </ol>	

<b>Negotiation</b>	<b>What is it?</b>	<b>The ability to identify what motivates people and then interact constructively with others to find solutions to problems that align with those motivations.</b>		
	<b>Why is it important?</b>	Newly qualified Costs Lawyers will regularly settle their cases out of court, through exchange of correspondence as well as calls and meetings. Being able to negotiate with other Costs Lawyers and mediate between parties can lead to better outcomes for clients in terms of time and costs.		
	<b>How does it help?</b>	People who demonstrate this skill will understand the principles of mediation, the different methods and styles of negotiation and how best to adapt their own preferred, or default, style to the situation.		
	<b>Positive behavioural indicators</b>		<b>Negative behavioural indicators</b>	
	<ol style="list-style-type: none"> <li>1. Is able to recognise the approach being taken by the other side and respond accordingly</li> <li>2. Identifies the most appropriate forum for settlement depending on the case, issues, client and opponent</li> <li>3. Can spot irrelevant issues and deal with them appropriately</li> <li>4. Understands the client's motivations – agrees a negotiating strategy with the client that is aligned to that client's individual needs</li> <li>5. Can employ basic mediation skills and recognises when to instruct a professional mediator or other third party</li> </ol>		<ol style="list-style-type: none"> <li>1. Becomes too emotionally or personally involved with a point or approach</li> <li>2. Aims to achieve an objectively 'good' outcome, without understanding what the client actually wants</li> <li>3. Implements a negotiation strategy that does not account for strengths or weaknesses of the client's or opponent's position</li> <li>4. Ignores indications of an opponent's motivation or strategy</li> <li>5. 'Wages war' with the other side in a way that damages the client's prospects of successful settlement</li> </ol>	

<b>Advocacy</b>	<b>What is it?</b>	<b>The ability to present orally a reasoned argument that conveys the strengths of a client’s case within the framework of the forum’s rules.</b>	
	<b>Why is it important?</b>	Costs Lawyers have a right of audience on matters relating to costs. They are expected to have advocacy skills which they can deploy in assisting counsel or making submissions and applications themselves, while upholding their duty to the court in the administration of justice.	
	<b>How does it help?</b>	People who demonstrate this skill will be able to apply costs rules and procedure, determine relevance and admissibility of evidence and arguments, think on their feet and deliver with confidence, always within the bounds of their ethical duties.	
	<b>Positive behavioural indicators</b>	<b>Negative behavioural indicators</b>	
	<ol style="list-style-type: none"> <li>1. Applies relevant knowledge of civil and other litigation effectively</li> <li>2. Is rigorous in knowing all key issues in a case and the parties’ arguments in relation to them</li> <li>3. Draws out the strengths and weaknesses of each party’s case</li> <li>4. Is able to think on their feet and respond to opposing arguments and questions</li> <li>5. Presents arguments in a structured and accessible manner, making use of relevant evidence</li> <li>6. Knows when to seek advice from or instruct counsel</li> <li>7. Is professional and courteous, and acts in accordance with the etiquette of the particular forum</li> <li>8. Takes instructions from the client during proceedings if novel issues arise</li> <li>9. Recognises the boundaries of their rights of audience relating to costs</li> </ol>	<ol style="list-style-type: none"> <li>1. Is unable to switch from a pre-prepared approach, either in terms of style of delivery or the order in which points are made</li> <li>2. Uses inappropriate or aggressive language</li> <li>3. Fails to appreciate the wider context (i.e. non-cost elements) of the case</li> <li>4. Fails to cite legal authorities, materials or procedural rules appropriately</li> <li>5. Fails to recognise and challenge inappropriate use of evidence by an opponent</li> <li>6. Allows the court to be misled</li> </ol>	

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# Professional attributes

We have identified eight attributes that are particularly important for enabling Costs Lawyers to apply their skills and knowledge in a way that meets or exceeds the Minimum Standard.

While the CLSB does not require newly qualified Costs Lawyers to demonstrate these attributes to a particular standard – and does not require training providers to specifically assess the attributes – a newly qualified Costs Lawyer will find it easier to meet the level of competency expected of them (and to meet the expectations of their employer) if they have developed these attributes during their training.

Attribute	A new qualifier with this attribute is more likely to:
Self-sufficient	Work independently and manage own caseload
Diligent	Pay attention to detail and use the rigour of process
Accountable	Advocate for and own decisions, identify areas for self-improvement and respond positively to feedback
Curious	Investigate legal issues, identify innovative solutions and apply different approaches in daily practice
Proactive	Seek out and analyse solutions before asking for guidance on their application or possible alternatives
Professional	Recognise and do the right thing, even when challenged, and respectfully support others to do the same
Commercial	Deal effectively with ambiguity and uncertainty, contextualise advice and provide risk assessment that extends beyond pure legal analysis
Inclusive	Be open to and learn from different perspectives, and foster equality and diversity within the profession and beyond

# **Annex 2**

## **Training Rules**

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# Training Rules

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[Date] (version 5)

Costs Lawyer Standards Board

CLSB  
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## 1. Purpose

- 1.1 Rule 1.1 of the CLSB’s Practising Rules provides that no person shall be entitled to practise as a Costs Lawyer unless they have qualified as a Costs Lawyer in accordance with the Training Rules.
- 1.2 These Training Rules therefore establish the requirements for qualifying as a Costs Lawyer.

## 2. Definitions

Accredited Study Provider	A training provider accredited by the CLSB to deliver the Costs Lawyer Qualification
CLSB	Costs Lawyer Standards Board
Competency Statement	The CLSB’s framework establishing the minimum level of competency required by a Costs Lawyer at the point of qualification
Costs Lawyer	A person who holds a practising certificate issued by the CLSB under the Practising Rules
Costs Lawyer Qualification	A course of study that meets the description in Rule 4
Qualifying Experience	A period of work experience that meets the requirements in Rule 5
Regulatory Arrangements	The Costs Lawyer Handbook, including the Code of Conduct, and associated CLSB guidance, policies and procedures
Scheme Handbook	The Accredited Study Provider Scheme Handbook, containing requirements and guidance for Accredited Study Providers, as published by the CLSB from time to time
Trainee	An individual who has commenced but not yet completed the process of qualifying as a Costs Lawyer

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### 3. Requirements for qualification

3.1 In order to qualify as a Costs Lawyer, a Trainee must:

- (a) have successfully completed the Costs Lawyer Qualification; and
- (b) have completed, or be currently undertaking, two years of Qualifying Experience.

### 4. Costs Lawyer Qualification

4.1 The Costs Lawyer Qualification is a course of study in costs law and practice, which is delivered by an Accredited Study Provider. Its purpose is to develop and assess the knowledge and skills set out in the Competency Statement, to ensure that all Costs Lawyers meet the requisite standard of competency for authorisation.

4.2 The CLSB will consider an application from a training provider to become an Accredited Study Provider in line with the criteria and processes set out in the Scheme Handbook.

4.3 A list of Accredited Study Providers will be published on the CLSB's website.

4.4 Accredited Study Providers are responsible for:

- (a) considering applications to undertake the Costs Lawyer Qualification;
- (b) designing and delivering the relevant course material and assessments for the Costs Lawyer Qualification; and
- (c) providing Trainees with evidence they have completed the Costs Lawyer Qualification,

in line with the provisions of the Scheme Handbook.

### 5. Qualifying Experience

5.1 Qualifying Experience is work undertaken in costs law and practice for a period of two years under the supervision of a Qualified Person. During the period of Qualifying Experience, the skills in the Competency Statement must be practised at work.

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- 5.2 The purpose of Qualifying Experience is to ensure that all qualifying Costs Lawyers have the support, mentorship and oversight needed to meet the standards in the Competency Statement in a day-to-day working environment.
- 5.3 For the purposes of this Rule, a Qualified Person is:
- (a) a Costs Lawyer; or
  - (b) another person who is authorised under the Legal Services Act 2007 to carry out the reserved legal activities of (at least) exercising a right of audience, conducting litigation and administering oaths.
- 5.4 The two year period of Qualifying Experience may be carried out while a Trainee is working toward completion of the Costs Lawyer Qualification, during the 12 months prior to them commencing the Costs Lawyer Qualification and/or after they have completed the Costs Lawyer Qualification.
- 5.5 Two years of Qualifying Experience means two years of full-time work experience, or equivalent. Part-time work will count toward Qualifying Experience on a pro rata basis. For example, if a Trainee consistently worked 2.5 days per week, it would take them four years to gain the requisite Qualifying Experience.
- 5.6 Qualifying Experience may be carried out in any organisation, under any role description or title, so long as the work undertaken relates primarily to costs law and practice and allows for the skills in the Competency Statement to be practised. An individual might gain Qualifying Experience by working, for example:
- (a) as a paralegal;
  - (b) as a costs draftsman;
  - (c) as a solicitor, barrister or chartered legal executive;
  - (d) as a Costs Lawyer (after completing the Costs Lawyer Qualification);
  - (e) in a firm of Costs Lawyers;
  - (f) in a solicitors' firm;
  - (g) as a sole practitioner;
  - (h) in-house in a business, charity or public body.

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- 5.7 The period of Qualifying Experience need not be continuous. It may be undertaken in multiple organisations or under the supervision of multiple Qualified Persons, so long as each Qualified Person meets the criteria in Rule 5.8 during the period in which they are providing supervision.
- 5.8 In order to work under the supervision of a Qualified Person:
- (a) the Qualified Person must have oversight of the supervised person's work on at least a monthly basis and provide feedback to the supervised person on that work;
  - (b) the Qualified Person must be notified of any complaints made about the supervised person's conduct and support the supervised person to handle such complaints appropriately;
  - (c) the Qualified Person must work in the same organisation as the supervised person, unless there is no such Qualified Person available (for example, where the supervised person is a sole practitioner) in which case a Qualified Person working in another organisation may provide supervision; and
  - (d) the Qualified Person must confirm the accuracy of the evidence provided to the CLSB by the supervised person to demonstrate that Qualifying Experience has been carried out.
- 5.9 After an individual has completed two years of Qualifying Experience, they must provide evidence of that Qualifying Experience to the CLSB, using the form prescribed by the CLSB from time to time.
- 5.10 In accordance with Rule 3.1(b), a Trainee need not have completed the full period of Qualifying Experience before they qualify as a Costs Lawyer. Rather, when they apply for their first practising certificate they must demonstrate that they have either completed or are currently undertaking Qualifying Experience.
- 5.11 Where a practising certificate is issued to a Costs Lawyer who is currently undertaking Qualifying Experience, a condition will be imposed upon their practising certificate to the effect that the Costs Lawyer must continue to undertake Qualifying Experience until the requisite two years of Qualifying Experience has been completed, at which point the Costs Lawyer may apply to the CLSB to have the condition removed. Upon being issued with a practising

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certificate, the Costs Lawyer will become subject to the Regulatory Arrangements. Failure to comply with a practising condition could have consequences under the Regulatory Arrangements, in particular under the Practising Rules and the Disciplinary Rules and Procedures.

**END**

# Annex 3

## Accredited Study Provider Requirements

Please note that the evidence referred to in the table below is indicative only. Accredited Study Providers may submit additional or different types of evidence to demonstrate that they meet a requirement. Equally, the type of evidence we would expect from larger or more established organisations might differ from the evidence expected of a newly formed or small organisation. Where the evidence provided differs materially from the examples, an explanation for the difference will help the CLSB assess whether the requirement is met.

1. Accredited Study Provider set up / incorporation		
<i>The Accredited Study Provider must be a recognised legal entity with a clear company structure.</i>		
	Requirements	Examples of Evidence
1.1	The Accredited Study Provider is registered with Companies House	<ul style="list-style-type: none"><li>• <i>Companies House number</i></li><li>• <i>Company structure (showing parent and subsidiaries if applicable)</i></li></ul>
1.2	The Accredited Study Provider is on the UK Register of Learning Providers	<ul style="list-style-type: none"><li>• <i>UK Register of Learning Providers provider reference number (UKPRN)</i></li></ul>
1.3	The Accredited Study Provider has sufficient financial resources to develop and deliver high quality learning	<ul style="list-style-type: none"><li>• <i>Self-assessment report, end of year financial report or equivalent</i></li><li>• <i>Audited accounts, auditors' report management information</i></li></ul> <p><i>(If you are entitled to an exemption from audit under section 477 of the Companies Act 2006 relating to small companies, please provide unaudited accounts)</i></p>
1.4	The Accredited Study Provider maintains adequate indemnity insurance	<ul style="list-style-type: none"><li>• <i>Copy of insurance certificate / policy cover</i></li></ul>

## 2. Governance

*The Accredited Study Provider must have an effective governance structure in place with oversight and clear accountability for all key functions.*

	Requirements	Examples of Evidence
2.1	The programme fits within the Accredited Study Provider's overall vision	<ul style="list-style-type: none"> <li>• <i>Application signed by Head of Accredited Study Provider/CEO</i></li> <li>• <i>Statement, business plan, organisational strategy</i></li> </ul>
2.2	The governance and decision-making structure is clearly defined, including the role and extent of authority of any owners, trustees, or governing body of the organisation	<ul style="list-style-type: none"> <li>• <i>Details of directors, board members, governance committee members, CEO (or equivalent)</i></li> <li>• <i>Memorandum and articles</i></li> <li>• <i>Trustee agreements or other governance documents</i></li> <li>• <i>Copy of associated job descriptions, roles and responsibilities documents (or equivalent)</i></li> </ul>
2.3	There is a clear approach to identifying and managing conflicts of interest	<ul style="list-style-type: none"> <li>• <i>Conflict policy and procedure</i></li> <li>• <i>Register of interests and conflicts log (personal data redacted where necessary)</i></li> </ul>

## 3. Management and staffing

*Policies, procedures and resources must be in place to enable the development and delivery of high-quality learning.*

	Requirements	Examples of Evidence
3.1	There are appropriate policies and effective procedures for the recruitment and retention of suitably qualified and experienced staff (whether permanent, contracted or volunteering)	<ul style="list-style-type: none"> <li>• <i>Recruitment policies and procedures</i></li> <li>• <i>Staff disciplinary and grievance procedures</i></li> <li>• <i>Details of programme budget</i></li> <li>• <i>Up to date signed contracts, where staff are already in place</i></li> </ul>
3.2	Experience and qualifications are checked and verified before recruitment and records are accurately maintained	<ul style="list-style-type: none"> <li>• <i>CVs for all senior staff and teaching staff including evidence of academic and teaching qualifications, experience and/or training</i></li> </ul>

3.3	Staff have sufficient subject knowledge, pedagogic and communication skills to deliver the programme effectively	<ul style="list-style-type: none"> <li>• <i>See indicative evidence for 3.2</i></li> </ul>
3.4	Staffing levels are kept under review with appropriate learner-to-staff ratio documented and maintained	<ul style="list-style-type: none"> <li>• <i>Staffing structure and learner-to-staff ratio data</i></li> </ul>
3.5	Staff turnover levels are appropriate to ensure stability and consistency of tuition	<ul style="list-style-type: none"> <li>• <i>Staff turnover figures</i></li> </ul>
<h4>4. Risk identification</h4> <p><i>The Accredited Study Provider must operate an effective and comprehensive approach to risk management and contingency planning.</i></p>		
	<b>Requirements</b>	<b>Examples of Evidence</b>
4.1	The Accredited Study Provider has a clear and comprehensive approach to contingency planning	<ul style="list-style-type: none"> <li>• <i>Business continuity and disaster recovery plans</i></li> <li>• <i>Details of successful testing of the plans</i></li> </ul>
4.2	The Accredited Study Provider has a clear and comprehensive approach to identifying, documenting and controlling risk	<ul style="list-style-type: none"> <li>• <i>Risk management policy that complies with obligations in the Accreditation Agreement</i></li> <li>• <i>Organisational / institutional risk register</i></li> <li>• <i>Programme-specific risk register</i></li> </ul>
<h4>5. Quality evaluation and review</h4> <p><i>The Accredited Study Provider must have in place effective policies and procedures for the monitoring and review of the programme.</i></p>		
	<b>Requirements</b>	<b>Examples of Evidence</b>
5.1	The Accredited Study Provider has a robust and effective approach to quality assurance, including to ensure alignment of course content to the Competency Statement	<ul style="list-style-type: none"> <li>• <i>Quality assurance policy and procedures</i></li> <li>• <i>Quality monitoring data</i></li> <li>• <i>Formal system of review that feeds into future programme improvements / action plans</i></li> <li>• <i>Examples of how reviews have led to improvements</i></li> <li>• <i>Minutes of relevant board meetings or staff meetings</i></li> </ul>

5.2	The Accredited Study Provider ensures learners have access to a published complaints procedure of which they are informed in writing at the start of the programme	<ul style="list-style-type: none"> <li>• <i>Details of published complaints procedure</i></li> <li>• <i>Anonymised examples of how complaints have been resolved and have led to improvements</i></li> </ul>
5.3	The Accredited Study Provider demonstrates they meet the needs of the employers of Costs Lawyers	<ul style="list-style-type: none"> <li>• <i>Details of any employer engagement strategy</i></li> <li>• <i>Examples of active links with employers and the benefits provided</i></li> </ul>

## 6. Programme design and structure

*The programme structure must support learners to enable them to achieve the qualification learning outcomes.*

	<b>Requirements</b>	<b>Examples of Evidence</b>
6.1	The programme has clear objectives, is appropriately structured, and delivers up-to-date content reflecting the objectives and being appropriate for the target audience	<ul style="list-style-type: none"> <li>• <i>Examples of course literature and learner handbook</i></li> </ul>
6.2	Progression through the programme is logical and transparent, culminating at an appropriate level	<ul style="list-style-type: none"> <li>• <i>Examples of literature explaining course pathways and their outcomes, including whether or not they lead to authorisation</i></li> <li>• <i>Examples of literature explaining the level at which each stage of the programme is pitched</i></li> </ul>
6.3	Delivery methods for the programme, including timings for workshops/tutorials, length of the programme, and use of online tools are appropriate for the content	<ul style="list-style-type: none"> <li>• <i>Programme details with rationale for chosen delivery methods</i></li> </ul>
6.4	The Accredited Study Provider has appropriate and clear criteria for determining learner applications for admission and exemptions, which are applied fairly and consistently	<ul style="list-style-type: none"> <li>• <i>Admissions Policy</i></li> <li>• <i>Exemptions Policy</i></li> <li>• <i>Examples of fair and consistent implementation of the policies to individual learners</i></li> </ul>

## 7. Learner assessment

*Assessment must be reliable and valid. The choice of assessment method must be appropriate to demonstrate achievement of the Assessment Outcomes. Assessors must be fit to perform the assessment task.*

	Requirements	Examples of Evidence
7.1	Assessments demonstrate achievement of the Assessment Outcomes prescribed by the CLSB for each competency area in the Competency Statement, giving due consideration to the CLSB's guidance on assessment methods	<ul style="list-style-type: none"> <li>• <i>Submitted assessment details</i></li> </ul>
7.2	Assessment methods are appropriate for the programme content	<ul style="list-style-type: none"> <li>• <i>Submitted assessment details</i></li> </ul>
7.3	Assessment tools are fit for purpose and the number of assessment tools is sufficient for programme assessment and frequency of delivery	<ul style="list-style-type: none"> <li>• <i>Submitted assessment details</i></li> </ul>
7.4	Staff are given sufficient training on the assessment tools and marking criteria	<ul style="list-style-type: none"> <li>• <i>Evidence of staff training sessions on assessment tools and marking criteria</i></li> <li>• <i>Samples of internal assessment procedures / samples of assessment tools</i></li> <li>• <i>Samples of marked learners' work with feedback to the learner</i></li> </ul>
7.5	Marking of assessments is accurate, consistent, and fair	<ul style="list-style-type: none"> <li>• <i>Marking process and procedures</i></li> </ul>
7.6	Effective mechanisms are used for the monitoring of learner progression and achievement, assessment outcomes and attendance	<ul style="list-style-type: none"> <li>• <i>Learner Progression Policy</i></li> <li>• <i>Records of learner progress</i></li> <li>• <i>Evidence of attendance monitoring, including class registers for each programme</i></li> </ul>

7.7	The standardisation process (where there is more than one examiner / assessor) is effective, fit for purpose and robust	<ul style="list-style-type: none"> <li>• <i>Standardisation process and procedures</i></li> <li>• <i>Examples of standardisation</i></li> </ul>
7.8	Examiners / assessors have appropriate skills, experience and training (including in equality and diversity) to undertake the task of assessment, including appropriate general or specialist registration with a UK regulatory body	<ul style="list-style-type: none"> <li>• <i>List of examiners / assessors showing qualifications and registration details</i></li> <li>• <i>Evidence of training specific to the assessment of learners or relevant experience</i></li> <li>• <i>Recruitment and appointment policy and procedures</i></li> <li>• <i>Examiner / assessor calibration and recalibration training</i></li> <li>• <i>Examiner / assessor CVs</i></li> </ul>
7.9	The Accredited Study Provider has external examiners report on the extent to which assessment processes are rigorous, are set at the correct standard, ensure equity of treatment for learners and have been fairly conducted, and the responsibilities of the external examiners are clearly documented	<ul style="list-style-type: none"> <li>• <i>External examiners' report</i></li> <li>• <i>Records showing responses to external examiner input and any actions taken</i></li> <li>• <i>Training and guidance provided to external examiners</i></li> <li>• <i>External examiner role profile</i></li> </ul>
7.10	There are robust procedures for maintaining the security and integrity of assessments	<ul style="list-style-type: none"> <li>• <i>Policy for the prevention and detection of plagiarism</i></li> <li>• <i>Processes for confirming the identity of candidates</i></li> <li>• <i>Policy for ensuring assessments are not carried out by a person with an interest in the result</i></li> </ul>

## 8. Teaching and learning

*Teaching and learning must support progressive learner development.*

	<b>Requirements</b>	<b>Examples of Evidence</b>
8.1	The programme delivery makes effective use of appropriate teaching and learning resources	<ul style="list-style-type: none"> <li>• <i>Examples of internal systems which are utilised for the delivery of the programme</i></li> </ul>
8.2	Tutors employ effective strategies to involve all learners in active participation and to check their understanding of concepts and programme content	<ul style="list-style-type: none"> <li>• <i>Evidence of the implementation and evaluation of strategies to involve learners in active participation and check understanding</i></li> </ul>

8.3	Teaching takes account of different learning needs and applies various learning styles appropriate to content delivery	<ul style="list-style-type: none"> <li>• <i>Target group details</i></li> <li>• <i>Examples of how programme planning accommodates learner needs</i></li> </ul>
<b>9. Learner experience</b> <i>The Accredited Study Provider must provide learners with a consistently high-quality learning experience.</i>		
	<b>Requirements</b>	<b>Examples of Evidence</b>
9.1	There is a clear strategy for retaining learners and an effective approach to ensuring they have a positive experience	<ul style="list-style-type: none"> <li>• <i>Evidence of changes made because of learner feedback received</i></li> <li>• <i>Progression and achievement data</i></li> <li>• <i>Retention and pass rate data</i></li> </ul>
9.2	Feedback from learners (including complaints data) is obtained, recorded and analysed on a regular basis, and action is taken where necessary	<ul style="list-style-type: none"> <li>• <i>Learner survey results</i></li> <li>• <i>Formal system of review that feeds into future programme improvement and evidence of related action plans</i></li> </ul>
<b>10. Staff professional development</b> <i>The Accredited Study Provider must encourage and support staff to develop their professional skills.</i>		
	<b>Requirements</b>	<b>Examples of Evidence</b>
10.1	An induction programme is provided for all tutors and staff	<ul style="list-style-type: none"> <li>• <i>Induction schedule and materials</i></li> </ul>
10.2	Staff involved in delivering and supporting the programme have: <ul style="list-style-type: none"> <li>• effective supervision</li> <li>• an appropriate workload</li> <li>• effective personal support</li> <li>• mentoring peer support</li> <li>• time to pursue CPD</li> </ul>	<ul style="list-style-type: none"> <li>• <i>Feedback from peer reviews</i></li> <li>• <i>Staff development policy</i></li> <li>• <i>Evidence of professional development for teaching and learning being undertaken</i></li> <li>• <i>Evidence that staff appraisal systems address performance issues (anonymised)</i></li> <li>• <i>Evidence that staff development systems affect programme delivery</i></li> </ul>

## 11. Premises and facilities

*The Accredited Study Provider must ensure the premises and facilities (both physical and digital) are of an appropriate and adequate standard for delivery.*

	Requirements	Examples of Evidence
11.1	The Accredited Study Provider has secure tenure on any premises and/or the right to continue using digital facilities for online delivery, for the length of the Accreditation Agreement	<ul style="list-style-type: none"> <li>• <i>Tenancy / mortgage agreements</i></li> <li>• <i>Software procurement or licensing agreements</i></li> <li>• <i>Details of the e-learning platform used (a demonstration of the e-learning system will likely be required during the accreditation visit)</i></li> <li>• <i>Details of any planned change of premises or digital facilities, including plans for ensuring business continuity and minimising disruption to learners</i></li> </ul>
11.2	Premises are safe, clean, accessible and appropriately maintained, and digital facilities are accessible, secure and user-friendly	<ul style="list-style-type: none"> <li>• <i>Images of premises and maintenance policy / logs</i></li> <li>• <i>Guidance or instructions relating to safety, security and access</i></li> <li>• <i>Specification details for software</i></li> </ul>
11.3	There is a process in place for ensuring that any external venues are suitable for programme delivery	<ul style="list-style-type: none"> <li>• <i>Documented process</i></li> </ul>

## 12. Equality, diversity and inclusion (EDI)

*The delivery of the programme must be based on principles of equality and diversity and must meet requirements of all relevant legislation.*

	Requirements	Examples of Evidence
12.1	Staff training in EDI is provided and learners receive appropriate information, advice, and guidance before the start of the programme	<ul style="list-style-type: none"> <li>• <i>Evidence all staff have been trained on EDI issues and receive updates to legislation as required</i></li> <li>• <i>Examples of literature for learners on EDI</i></li> </ul>
12.2	Where relevant, there is an appropriate process to make reasonable adjustments for learners	<ul style="list-style-type: none"> <li>• <i>Reasonable adjustments policy <u>covering all aspects of course delivery, including premises and facilities, programme design and assessments.</u></i></li> <li>• <i>Examples of where reasonable adjustments have been implemented</i></li> </ul>
12.1	Barriers and other EDI issues are identified, documented and addressed, and relevant information is disseminated	<ul style="list-style-type: none"> <li>• <i>Evidence that barriers or issues have been proactively identified and documented</i></li> <li>• <i>Changes made to mitigate barriers and address issues</i></li> <li>• <i>Examples of communications with staff and / or learners about EDI issues</i></li> </ul>

12.4	Learners are not discriminated against, directly or indirectly, or otherwise treated unfairly on <del>the any</del> grounds, <u>including (but not limited to) on the grounds</u> of <del>any</del> characteristic that is protected under the Equality Act 2010	<ul style="list-style-type: none"> <li>• <i>Evidence EDI is integrated within programme delivery</i></li> <li>• <i>EDI policy</i></li> </ul>
12.5	There are mechanisms in place for encouraging a diverse Costs Lawyer profession	<ul style="list-style-type: none"> <li>• <i>Evidence of the implementation and evaluation of mechanisms such as those described at paragraph 93 of the Scheme Handbook</i></li> </ul>

# Annex 4

## Accreditation Agreement

### Accreditation Agreement (the “Agreement”)

#### Parties

- (1) Costs Lawyer Standards Board Ltd of Sycamore House, Sutton Quays Business Park, Sutton Weaver, Runcorn, Cheshire WA7 3EH (registered company number 04608905) (**CLSB**)
- (2) [Accredited Study Provider] (**ASP**)

#### Purpose

The ASP wishes to deliver the Costs Lawyer Qualification (**CLQ**) under the framework set out in the CLSB’s Accredited Study Provider Scheme Handbook. The ASP has provided evidence to demonstrate that it meets the requirements of accreditation and CLSB intends to accredit the ASP to deliver the CLQ. That accreditation will take effect upon execution of this Agreement.

#### 1. Definitions

**Accreditation** means the non-exclusive approval granted by CLSB to the ASP to deliver the CLQ, and the term **Accredited** shall be construed accordingly.

**Accreditation Requirements** means the criteria that must be met to receive Accreditation, as set out in the Accredited Study Provider Requirements at Annex 3 to the Scheme Handbook.

**Adverse Effect** means an act, omission, event, incident, or circumstance that compromises or prejudices:

- (a) the integrity or standards of the CLQ, including individual assessments, or public confidence in the CLQ;
- (b) CLSB’s compliance with its Regulatory Requirements;
- (c) the ASP’s compliance with the Accreditation Requirements;
- (d) the ASP’s ability to deliver the CLQ in accordance with the terms of this Agreement or the Scheme Handbook;
- (e) the reputation of CLSB or the CLQ; and/or
- (f) the interests of Learners.

**Application** means an application submitted to CLSB for the purpose of obtaining Accreditation, in any form prescribed by CLSB from time to time.

**Business Day** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Change of Control** means the change of the legal person who determines the affairs of the ASP, either by means of majority shareholding, voting power or the terms of any constitution.

**CLQ** means the Costs Lawyer Qualification, which the ASP is Accredited to deliver under this Agreement.

**Conditions** means one or more conditions to which the ASP's Accreditation is subject, specifying actions or outcomes that must be achieved by the ASP within a specified timeframe, as communicated to the ASP by CLSB either before or after this Agreement comes into effect, in accordance with the processes for Accreditation, monitoring and intervention set out in the Scheme Handbook.

**Confidential Information** means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, finances, properties, assets, trading practices, developments, trade secrets, CLSB's Intellectual Property, know-how, personnel, and customers of CLSB or the ASP (as the case may be), and all personal data and sensitive personal data within the meaning of the Data Protection Legislation.

**Data Protection Legislation** means all applicable data protection and privacy legislation in force from time to time, including: (a) the General Data Protection Regulation (EU) 2016/679 ("**GDPR**"); (b) the Data Protection Act 2018; (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended) and any superseding legislation; and (d) all other applicable laws, regulations, statutory instruments, and/or any codes or practice or guidelines issued by the relevant data protection or supervisory authority in force from time to time and applicable to a Party, relating to the processing of personal data and/or governing individuals' rights to privacy.

**Data Security Breach** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to the Learner Personal Data.

**Intellectual Property** means any intellectual property rights of any nature anywhere in the world whether registered, registrable or otherwise, including patents, utility models, trade marks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites.

**Learner** means a person who is, or may reasonably be expected to be, in receipt of education or training from an ASP in relation to the CLQ.

**Learner Personal Data** has the meaning given in clause 9.1.

**Logo** means the accredited study provider logo and/or any other logo designated by CLSB for use by Accredited providers from time to time, as published in the Scheme Handbook.

**Party** means CLSB and/or the ASP and **Parties** means both CLSB and the ASP.

**Personnel** means any one or more of the ASP's employees, agents, contractors, sub-contractors or other persons or organisations engaged by or otherwise connected to the ASP in relation to delivery of the CLQ, whether paid or unpaid.

**Regulatory Requirement** means any law, regulations or rules to which CLSB is subject as the regulator of Costs Lawyers in England and Wales under the Legal Services Act 2007, including the Legal Services Board's Internal Governance Rules.

**Scheme Handbook** means the Accredited Study Provider Scheme Handbook (including its various annexes) published by CLSB from time to time, setting out the policies and procedures for Accreditation.

**Withdrawal of Accreditation** has the meaning given in clause 7.1.

## 2. **Term**

2.1 This Agreement will come into force on the date it is signed by both parties and will remain in effect until [insert date that covers four years of course delivery], or until it is terminated in accordance with clause 12.

## 3. **ASP Accreditation**

3.1 Subject to a valid and current Accreditation, the ASP shall be entitled to deliver the CLQ in accordance with the provisions of this Agreement and the Scheme Handbook.

3.2 The ASP's Accreditation shall be valid for the period of this Agreement, after which it shall expire. The ASP shall not deliver or purport to deliver the CLQ after the expiry of the ASP's Accreditation.

3.3 If the ASP wishes to continue to deliver the CLQ after the expiry of the ASP's Accreditation, the ASP shall submit a further Application prior to the expiry of its Accreditation which shall be determined in line with the processes set out in the Scheme Handbook.

3.4 The ASP shall ensure that its delivery of the CLQ is in line with all provisions of the Scheme Handbook.

3.5 Where the ASP's Accreditation is subject to Conditions, the ASP shall fulfil the Conditions within the timeframe specified. The ASP shall keep CLSB updated at appropriate junctures as to progress toward fulfilling the Conditions and shall notify CLSB as soon as reasonably practicable of any risks to fulfilment.

#### 4. **ASP obligations**

##### 4.1 The ASP shall:

- (a) at all times while Accredited comply with, and be able to demonstrate upon request compliance with, the Accreditation Requirements;
- (b) ensure that any Personnel involved in delivery of the CLQ are conversant with and adhere to all obligations in this Agreement and in the Scheme Handbook;
- (c) ensure that the ASP has all necessary and appropriate policies and procedures relating to delivery of the CLQ in place and that those policies and procedures are adhered to by all Personnel;
- (d) use its best endeavours to protect the interests of Learners in connection with the delivery of the CLQ.

##### 4.2 The ASP acknowledges that the CLQ constitutes a pathway to authorisation to carry out reserved legal activities under the Legal Services Act 2007, pursuant to the CLSB's regulatory arrangements. The ASP shall take all reasonable steps to:

- (a) ensure the CLSB is able to comply with its Regulatory Requirements;
- (b) ensure no act or omission by the ASP or its Personnel puts, or may put, CLSB in breach of Regulatory Requirements; and
- (c) apply appropriate and adequate operational and monitoring procedures to ensure compliance with all Regulatory Requirements.

The ASP shall comply with any reasonable written instruction issued by CLSB the purpose of which is to ensure compliance with Regulatory Requirements.

##### 4.3 The ASP shall comply, without limitation, with all relevant law, regulations and codes of practice (as updated and amended from time to time) that apply to its activities.

##### 4.4 The ASP shall comply with any governmental requirements relating to any Learners from outside of England and Wales if applicable.

##### 4.5 The ASP shall provide CLSB and any other relevant regulatory authorities with reasonable access to premises, people, information, documentation, and records as required (or as soon as practicable) in connection with their regulatory functions.

##### 4.6 The ASP shall fully cooperate with and otherwise assist CLSB in carrying out any reasonable monitoring and/or audit activities as part of the ASP's ongoing Accredited status, including by participating in the annual monitoring process described in the Scheme Handbook.

##### 4.7 The ASP shall comply with directions and/or sanctions imposed by CLSB in accordance with this Agreement and the Scheme Handbook.

##### 4.8 The ASP shall notify CLSB immediately if it becomes subject to any enforcement or regulatory proceedings which may affect its ability to deliver the CLQ in accordance with

this Agreement.

- 4.9 The ASP shall ensure the financial viability of the ASP and notify CLSB immediately of any actual or potential issues regarding its financial viability.
- 4.10 The ASP shall inform CLSB promptly of any material changes to the information that the ASP has supplied to CLSB, including in the Application.
- 4.11 The ASP shall complete and return an annual monitoring form and declaration, in the form at Annex 5 to the Scheme Handbook, confirming that the ASP continues to meet all Accreditation Requirements, providing accurate information and advising of any material changes to the information upon which the ASP's Accreditation was based. Failure to return the annual monitoring form and declaration may result in withdrawal of the ASP's Accreditation, in accordance with clause 12.
- 4.12 The ASP shall inform CLSB as soon as reasonably practicable if it, in its reasonable opinion, is or is likely to become unable to deliver any or all of the CLQ in accordance with the terms of this Agreement (including, but not limited to, as a result of any changes in any applicable laws or any enforcement action), in which case CLSB shall be entitled, without prejudice to CLSB's other rights and remedies, to suspend, revoke or impose conditions on the ASP's Accreditation.
- 4.13 The ASP shall be solely responsible for obtaining (at its own cost) any licences or permits necessary for delivery of the CLQ.
- 4.14 The ASP shall comply with all applicable legislation and guidance from relevant public bodies and other best practice standards or guidance in respect of the safeguarding and protection of those who come into contact with the ASP.
- 4.15 The ASP shall not advertise or promote the CLQ in a manner that may be misleading to Learners and shall accurately differentiate between the CLQ and other degree-conferring or diploma-conferring qualifications when representing its course of study, including in its materials, publications and on its website.
- 4.16 The ASP shall:
- (a) identify and manage the risk of and occurrence of a potential Adverse Effect;
  - (b) have appropriate policies, procedures, and training in place for the management of risks and to allow it to identify which acts or omissions will involve, or are likely to involve, risks of an Adverse Effect, and to mitigate those risks;
  - (c) notify CLSB as soon as practicable upon becoming aware of the risk of or occurrence of an Adverse Effect; and
  - (d) following notification under clause 4.16(c), take all reasonable steps, in consultation with CLSB, to prevent the Adverse Effect from occurring or, where it cannot be

prevented, mitigate its impact as far as possible.

4.17 The ASP shall ensure that all aspects of the delivery of the CLQ are subject to regular self-evaluation and review and shall enhance, where necessary, its practices to ensure that the ASP's conduct remains at all times appropriate and in accordance with the provisions of this Agreement and the Scheme Handbook. The ASP shall, on request from CLSB, provide the results of such self-evaluation and review to CLSB and/or obtain feedback on the CLQ from Learners.

4.18 The ASP shall have due regard to all information, comments and complaints received from Learners and shall take appropriate measures necessary to address any reasonable concerns raised, to ensure that the ASP's conduct remains in accordance with the provisions of this Agreement and the Scheme Handbook.

4.19 Where any event has had an Adverse Effect, the ASP shall promptly review and revise where necessary the ASP's practices to ensure that the ASP's conduct remains in accordance with the provisions of this Agreement.

## 5. **ASP resources**

5.1 The ASP shall have adequate systems and resources in place, including sufficient managerial resources, finances, equipment, materials, hardware, and software, to enable it efficiently and effectively to undertake the delivery of the CLQ in accordance with this Agreement.

5.2 The ASP shall maintain an appropriate level of financial resources to support the delivery of the CLQ in accordance with this Agreement and regularly monitor the resources it requires in order to deliver the CLQ to Learners.

5.3 The ASP shall ensure all equipment and premises used for the purpose of delivery of the CLQ comply with the requirements of the relevant health and safety laws and regulations.

5.4 The ASP shall promptly notify CLSB if it becomes subject to a Change of Control or any of the events set out in clause 12.2 (termination events).

5.5 The ASP shall have an appropriate and effective system for the management of all Personnel involved in delivery of the CLQ to ensure that all Personnel continues to have the appropriate capacity and capability.

5.6 The ASP shall maintain sufficient financial reserves to fulfil the warranty in clause 7.4.

## 6. **Malpractice and maladministration**

6.1 The ASP shall:

(a) have in place and ensure compliance with a robust and up-to-date policy and

procedures for preventing and investigating incidents of malpractice or maladministration;

- (b) take all reasonable steps to monitor for risks and suspected incidents of malpractice or maladministration, and notify CLSB of such risks and incidents as soon as practicable;
- (c) take all reasonable steps to prevent incidents of malpractice or maladministration occurring or reoccurring, including by implementing actions or measures directed by CLSB after the completion of a malpractice or maladministration investigation;
- (d) cooperate and assist CLSB in respect of the investigation of any such risks or incidents, including by providing access to documents, records, data, Personnel, Learners or any other resources required by CLSB;
- (e) maintain records of any investigations carried out by the ASP for the duration of this Agreement;
- (f) where an investigation finds that malpractice, fraud or financial irregularities have occurred in relation to delivery of the CLQ by the ASP, indemnify CLSB on demand in respect of all losses, costs, claims and expenses (including but not limited to any direct, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) incurred by CLSB in connection with the investigation ~~of any instances of suspected malpractice, fraud or financial irregularities in relation to delivery of the CLQ by the ASP~~ and any actions required by CLSB; and
- (g) deliver all actions required to manage and rectify any incidents of malpractice, maladministration and poor practice which come to the attention of the ASP or of CLSB.

## 7. **Withdrawal of Accreditation**

- 7.1 The ASP shall cooperate fully with CLSB where this Agreement is terminated by any Party for any reason in accordance with clause 12 (“**Withdrawal of Accreditation**”).
- 7.2 The ASP shall take all reasonable steps to protect the interests of Learners in the event of a Withdrawal of Accreditation including, but not limited to:
  - (a) promptly preparing, maintaining and providing to CLSB, and complying with, a withdrawal plan, which shall specify how the interests of Learners shall be protected;
  - (b) providing clear and accurate information about the withdrawal to CLSB and to Learners who are likely to be affected by the withdrawal, in terms agreed with CLSB;
  - (c) immediately ceasing to enrol Learners for the CLQ or advertise enrolment;
  - (d) providing to CLSB relevant details of all Learners enrolled for the CLQ;
  - (e) assisting CLSB to communicate directly with Learners where CLSB deems such communication appropriate;
  - (f) taking all reasonable steps to protect the interests of Learners, including but not limited to by assisting with or securing a transfer to a different Accredited training

provider.

7.3 Where the Withdrawal of Accreditation will, or might, cause an Adverse Effect, the ASP shall:

- (a) consult with the affected Learners and take any action required to minimise such Adverse Effect before ceasing delivery of the CLQ and provide evidence of that consultation to CLSB as soon as reasonably practicable; and
- (b) meet any unreasonable financial burden incurred by affected Learners caused by the withdrawal.

7.4 The ASP warrants that, where the ASP notifies CLSB of its intention to terminate this Agreement in accordance with clause 12.1(b), and no alternative Accredited training provider is willing and able to deliver the CLQ to Learners who are enrolled in the CLQ with the ASP at the time notice is given, the ASP will provide all such Learners with the opportunity to complete the CLQ and will continue to deliver whatever aspects of the CLQ are necessary, for such time as is necessary, to give effect to this warranty.

## 8. **CLSB responsibilities**

8.1 CLSB shall:

- (a) set out all the requirements with which the ASP must comply in order to continue to deliver the CLQ. These requirements can be found within this Agreement, the Scheme Handbook, other materials to which those documents refer and other reasonable requirements as communicated from CLSB to the ASP from time to time;
- (b) answer accurately, fully and promptly any reasonable enquiries received from or in relation to the ASP, including by referring enquirers to the ASP or the Association of Costs Lawyers where relevant;
- (c) provide effective guidance to the ASP in respect of delivery of the CLQ as necessary; and
- (d) comply with the requirements of the Data Protection Legislation and other relevant laws, enactments, regulations and codes in relation to any Learner Personal Data supplied by the ASP.

## 9. **Data protection and confidentiality**

9.1 The Parties acknowledge and agree that, for the purposes of the Data Protection Legislation, the Parties are independent controllers in respect of any personal data and/or special categories of personal data relating to Learners and exchanged between the Parties in furtherance of the Agreement (“**Learner Personal Data**”).

9.2 Each Party shall ensure that it complies with its obligations under the Data Protection Legislation at all times during the term of the Agreement, including in relation to the security and storage of Learner Personal Data.

- 9.3 In the event that a transfer of Learner Personal Data from CLSB to the ASP becomes necessary in connection with this Agreement and such transfer would result in the transfer of Learner Personal Data (i) outside of the EEA and/or UK and (ii) where the recipient is not based in a country considered to offer adequate protection for data subjects by the European Commission, the ASP hereby agrees to, promptly upon written request from CLSB:
- (a) enter into an international data transfer agreement in a form which satisfies the requirements of the Data Protection Legislation; and
  - (b) take any other steps which are reasonably required by CLSB to ensure compliance with the Data Protection Legislation.
- 9.4 Upon CLSB's request, the ASP shall obtain on behalf of CLSB appropriate consents from Learners as CLSB may require in order to process Learner Personal Data under the Data Protection Legislation.
- 9.5 The ASP shall, in respect of any Learner Personal Data, ensure that:
- (a) the ASP's privacy notice/policy/statement are clear and provide sufficient information to Learners for them to understand which of their Learner Personal Data will be shared by the ASP with CLSB, the purpose of sharing their Learner Personal Data with CLSB and the identity of CLSB; and
  - (b) Learner Personal Data is accurate and kept up to date at all times.
- 9.6 Each Party agrees to provide the other Party with such reasonable cooperation and assistance as is necessary to enable each Party to comply with its obligations as a controller in respect of Learner Personal Data, including to enable each Party to comply with Learner's rights in respect of their Learner Personal Data under Articles 15-22 GDPR and to respond to any other queries or complaints from Learners and/or potential Learners in connection with the processing of Learner Personal Data.
- 9.7 Each Party agrees that it shall have in place its own policies that must be followed in the event of a Data Security Breach, taking into account the Data Protection Legislation and any associated guidance.
- 9.8 Each Party agrees to provide the other Party with reasonable assistance as is necessary to facilitate the handling and resolution of any Data Security Breach in an expeditious manner and a manner that complies with the Data Protection Legislation.
- 9.9 The ASP shall at all times indemnify on demand and keep indemnified CLSB against any and all losses, claims, costs, demands, expenses and any other liabilities (including legal fees) suffered by CLSB arising from any breach of this clause 9 by the ASP and/or its Personnel.
- 9.10 The ASP shall notify CLSB as soon as reasonably practicable of any incident or risk of any

incident which would result in CLSB's non-compliance with the Data Protection Legislation and take all reasonable steps to prevent any such risk or incident occurring or, where it cannot be prevented, to reduce the impact of any such incident. The ASP warrants that it will not take any action or make any omission which would result in CLSB breaching the Data Protection Legislation or bring it into disrepute for reasons related to data privacy.

9.11 The ASP shall:

- (a) treat all Confidential Information as strictly private and confidential and take all reasonable steps to preserve its confidentiality and to ensure that the ASP's Personnel preserve its confidentiality; and
- (b) accept liability for any unauthorised use of Confidential Information by the ASP's Personnel.

9.12 The obligations in clause 9.11 shall survive the termination of this Agreement until such time as the ASP no longer holds any Confidential Information which has been provided to the ASP by CLSB or CLSB's Personnel under this Agreement.

## 10. **Intellectual Property and holding out**

10.1 In consideration for delivery of the CLQ, CLSB hereby grants the ASP for the purpose of such delivery only and for the duration of this Agreement a non-exclusive non-transferable right (with no right to sub-license) to designate the ASP as Accredited and use the Logo in accordance with the terms of use set out at Annex 8 to the Scheme Handbook.

10.2 The ASP will not misrepresent its status with CLSB. The ASP will ensure that it does not suggest in any way that it is owned or controlled by CLSB or that it owns or controls CLSB.

10.3 The ASP will not, without CLSB's prior written consent, use, register or attempt to register any mark, design, business name or domain name consisting or comprising or being confusingly similar to any Intellectual Property owned by CLSB, or do or permit to be done any act that may weaken, damage or be otherwise detrimental to the reputation or goodwill associated with CLSB, or may interfere with or jeopardise the registration and/or validity of CLSB's Intellectual Property.

## 11. **Limitation of liability and indemnity**

11.1 Nothing in this Agreement will limit or exclude any liability by either Party for death or personal injury caused by its negligence, or the negligence of its Personnel, fraud or fraudulent misrepresentation or any other liability that cannot be excluded or limited under English law.

11.2 Subject to clause 11.1, CLSB shall have no liability to the ASP, whether in contract, tort (including negligence), breach of statutory duty, or otherwise arising under or in connection with this Agreement for: loss of profits; loss of sales or business; loss of

anticipated savings; loss of or damage to goodwill or reputation; loss of use or corruption of data or information; any ex gratia payments; or any special, indirect, consequential or pure economic loss.

- 11.3 The ASP agrees to compensate and indemnify CLSB on demand against any liabilities (including any direct loss, loss of profit, loss of reputation and all interest, penalties, fines, fees and legal and other professional costs and expenses) suffered, or incurred, by CLSB or CLSB's Personnel, directly or indirectly, arising from or in connection with:
- (a) claims made by any of the ASP's Personnel for any employment-related payment or remuneration;
  - (b) alleged or actual infringement or theft of Confidential Information and/or Intellectual Property belonging to CLSB or any third party by the ASP or the ASP's Personnel;
  - (c) any act or omission by the ASP (including a breach of this Agreement) or its Personnel that places CLSB in breach of any Regulatory Requirements.

## 12. Termination of Agreement

- 12.1 A Party may terminate this Agreement (and thereby the ASP's Accreditation):
- (a) in the case of CLSB, for any reason by providing twelve (12) months written notice to the ASP;
  - (b) in the case of the ASP, for any reason by providing notice in writing to the CLSB, and the termination shall take effect upon fulfilment of the ASP's warranty in clause 7.4; or
  - (c) pursuant to clause 14.5 (force majeure).
- 12.2 Without prejudice to any of its other rights or remedies, CLSB may terminate this Agreement immediately on written notice if:
- (a) the ASP is in material or persistent breach of this Agreement or the requirements in the Scheme Handbook, and where the breach is capable of remedy the ASP has failed to remedy it within fourteen (14) days of receiving notice requiring it to do so, or within a reasonable shorter period specified in the notice;
  - (b) the ASP has failed to fulfil any Conditions on its Accreditation;
  - (c) CLSB reasonably believes that the ASP's conduct is materially prejudicial to the interests of CLSB, Learners, the Costs Lawyer profession or the regulatory objectives in section 1 of the Legal Services Act 2007 (including, but not limited to, in the case of the ASP's breach of any security requirements, malpractice or maladministration in the delivery and assessment of the CLQ);
  - (d) the ASP is subject to a Change of Control which may, in the reasonable opinion of CLSB, affect the ASP's ability to comply with its obligations under this Agreement;
  - (e) the ASP ceases, or threatens to cease, to trade; or becomes bankrupt; or goes into liquidation; or has a receiver or manager appointed over its business or any of the property or assets of the business;
  - (f) the ASP is unable to offer and/or deliver the CLQ as a result of a change in laws or

- other arrangement affecting delivery of the CLQ; and/or
- (g) the ASP is subject to an adverse decision or sanction, or has its accreditation to provide another qualification suspended or revoked, by a body other than CLSB.
- 12.3 CLSB reserves the right to suspend or otherwise restrict the ASP's Accreditation with immediate effect during the fourteen (14) days given to the ASP to remedy a breach under clause 12.2(a) or while it is investigating the ASP's conduct pursuant to clause 6.
- 12.4 The ASP shall take all reasonable steps to act in the Learners' legitimate best interests in the event of suspension of the ASP's Accreditation and during any investigation conducted by CLSB including, but not limited to, such co-operation as may be required to effect the transfer of Learners to another Accredited training provider.
- 12.5 Immediately upon expiry or termination of this Agreement (or if CLSB is investigating the ASP's conduct and suspends the ASP's Accreditation), the ASP will at CLSB's reasonable request fulfil outstanding obligations to CLSB and Learners which remain unsatisfied as at the date of termination or suspension, and upon completion of such obligations:
- (a) cease to advertise the CLQ;
  - (b) cease to deliver the CLQ; and
  - (c) cease to use any of CLSB's property including Intellectual Property.
- 12.6 On expiry or termination of this Agreement for any reason, the ASP's Accreditation will cease however each Party's accrued rights and liabilities as at termination will survive and continue in full force and effect. This includes rights and liabilities in relation to conflicts of interest, retention of records, Withdrawal of Accreditation, data protection, confidentiality, limitation of liability and indemnity, and governing law and jurisdiction.
- 12.7 Where CLSB imposes Conditions on the ASP's Accreditation in relation to a termination event referred to in clause 12.2 (the "**Original Event**"), CLSB shall be deemed to have waived its right to terminate the Agreement in relation to the Original Event. Such waiver shall not extend to CLSB's right to terminate the Agreement for any other termination event, including repetition of the Original Event, regardless of the time at which the other event occurs or becomes known to the Parties. Where the ASP fails to fulfil Conditions imposed in response to the Original Event, CLSB may terminate the Agreement in accordance with clause 12.2(b).
13. **Subcontracting**
- 13.1 The ASP may not assign, transfer, charge, sub-contract, or otherwise dispose of any of its rights, benefits or obligations arising out of this Agreement to a third party without CLSB's prior written consent.
- 13.2 Where CLSB has given written consent under clause 13.1, the ASP will be responsible for ensuring that the third party has the appropriate capacity and capability to ensure the provision of the CLQ under this Agreement and will agree in writing to any requirements CLSB may have in providing its consent.
- 13.3 In the event that CLSB provides consent to the ASP to sub-contract, the ASP shall be

responsible for the management of sub-contractors and the ASP must ensure their compliance with all aspects of this Agreement and the Scheme Handbook, in particular by ensuring they are contracted (as far as applicable) on legally binding terms not less onerous than the terms set out in this Agreement. The ASP shall remain liable at all times to CLSB for the acts, errors or omissions of any sub-contractor as though they were acts, errors or omissions of the ASP.

13.4 The ASP shall ensure that any sub-contractor appointed by the ASP under this clause discloses its status and relationship with the ASP in any communication with Learners in connection with the CLQ.

13.5 For the avoidance of doubt, where CLSB has given written consent under clause 13.1, such consent does not extend to the right of the ASP to sub-license any of its rights in respect of the Logo. Any use of the Logo, and any other activity that could reasonably associate the sub-contractor with CLSB, shall require prior written consent of CLSB given in respect of the particular sub-contractor.

13.6 CLSB may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this Agreement insofar as such activity is compatible with the Regulatory Requirements and CLSB's constituting documents.

#### 14. **General**

14.1 At its own expense, each Party shall, and shall use all reasonable endeavours to procure that any relevant third party shall, promptly execute and deliver such documents and perform such acts as may be reasonably required for the purpose of giving full effect to this Agreement.

14.2 CLSB may from time to time amend or vary the terms of this Agreement upon written notice to the ASP, when such amendment or variation becomes necessary or desirable to comply with the Regulatory Requirements and/or any applicable laws. Any such variation or amendment of this Agreement shall take effect from the date specified in the notice of variation or amendment. Other than as specified in this clause 14.2, no variation of this Agreement shall be effective unless it is in writing and signed by both Parties.

14.3 For the avoidance of doubt, CLSB may at any time amend or vary material in the Scheme Handbook by publishing the amended or varied version on its website or otherwise making it available to the ASP. Any such variation or amendment shall take effect from the date of publication or availability. Where an amendment or variation to the Scheme Handbook would require the ASP to change the way it delivers the CLQ or otherwise make an act or omission, CLSB will provide the ASP with notice of the amendment or variation of a period that is reasonable in relation to the nature and scope of the amendment or variation.

- 14.4 The invalidity, illegality or unenforceability of any term of, part-term of or right arising pursuant to, this Agreement will not affect the validity, legality, or enforceability of its remaining terms. If any term or part-term is found unenforceable or invalid, insofar and to the extent permissible by law, the Parties will negotiate in good faith to amend the term such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, it achieves the Parties' original intention. If such modification is not possible, the relevant term or part-term shall be deemed deleted.
- 14.5 Neither Party will be in breach of this Agreement nor liable for a delay or failure in performance resulting from events, circumstances or causes beyond its reasonable control. In such circumstances the affected Party will be entitled to a reasonable extension of the time allocated for performing its obligations. If the period of delay or non-performance continues for thirty (30) days from the date of occurrence, the Party not affected may terminate this Agreement by giving fourteen (14) days' written notice to the other Party.
- 14.6 Without prejudice to any rights or remedies that CLSB may have, the ASP acknowledges and agrees that damages alone may not be an adequate remedy for breach of the terms of this Agreement and that CLSB shall be entitled to the remedies of injunction, specific performance, or other equitable relief for any threatened or actual breach by the ASP of any of the terms of this Agreement.
- 14.7 Any notice under or in connection with this Agreement must be in writing. Notices/communications may be given by either Party by pre-paid first-class post or other next Business Day delivery service (to the main business address for both Parties) or by email, in the case of the ASP to the authorised person whose email address has been provided to CLSB, and in the case of CLSB, to the email address of the CEO. A notice will be deemed received three (3) days after posting if sent by first-class post or other next Business Day delivery service and at 5pm on the day of sending if sent by email, provided that any notice received on a weekend or public holiday or after 5pm (local time at the place of receipt) will be deemed to be received on the next Business Day. This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any other method of dispute resolution.
- 14.8 A person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any of the terms and conditions in this Agreement.
- 14.9 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party the agent of the other Party, or authorise either Party to make or enter into any commitments for or on behalf of the other Party. Each Party confirms it is acting on its own behalf and not for the benefit of

any other person.

- 14.10 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 14.11 Each Party agrees that this Agreement and the relationship between the ASP and CLSB will be governed by and construed in accordance with the law of England and Wales and that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.
- 14.12 This Agreement may be signed in any number of counterparts each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.

**Signed for and on behalf of the ASP**

**Signed for and on behalf of CLSB**

**Signature:**

**Signature:**

**Name:**

**Name:**

**Role:**

**Role:**

**Date:**

**Date:**

## Annex 5

# Annual monitoring and declaration form

The CLSB's annual monitoring and declaration process enables an Accredited Study Provider to confirm what remains unchanged since their application for accreditation or their last declaration.

Our team has pre-populated details of the evidence provided previously. Please provide updated evidence and complete all sections, as applicable.

Should you have any queries relating to the completion of this form, gathering evidence or any aspect of our annual monitoring and declaration process, please contact [enquiries@clsb.info](mailto:enquiries@clsb.info).

Applicant's details	
Name of Accredited Study Provider	
Address of Accredited Study Provider	
Telephone Number	
Email Address	
Website	
Head of Accredited Study Provider – name, email address and direct dial number	
Person responsible for this annual monitoring and declaration form - name, email address and direct dial number	
Programme lead's details	
Programme Lead – name, email address and direct dial number	
Staff list	
Please provide a current staff list, with full details of all staff who contribute towards the delivery of the Cost Lawyer qualification (including administrative staff).	
Organisation chart	
Please provide a current organisation chart, with full details of all staff who contribute towards delivery of the Cost Lawyer Qualification (including administrative staff).	

## Continued delivery

Please confirm whether you intend to continue delivery during the coming year, providing target learner numbers.

Still delivering	Current year's target learner numbers	Current actual learner numbers	Intend to deliver in coming year	Target learner numbers for coming year
Yes/No			Yes/No	

Please provide diversity statistics/data for the current year's learner cohort, [including identifying any trends by comparison to previous years and describing the nature and outcome of any requests for reasonable adjustments \(see paragraphs 91 to 93 of the Scheme Handbook for further guidance\)](#).

Please describe any problems with, or risks to, delivery that have been experienced in the past year (since your last accreditation application or annual monitoring and declaration) and how they have been, or are being, mitigated.

## Progress against conditions and/or recommendations (if applicable)

If the Accredited Study Provider has any conditions and/or recommendations, please complete the table below (apart from the right-hand column).

Accreditation Requirement	Condition or recommendation set	Date set	Completion deadline	Completed	Progress since last accreditation application or annual monitoring and declaration	Accredited Study Provider's comments	CLSB comments
				Yes/No			
				Yes/No			

## Learner progression and achievement data

Please provide up to date statistics/data relating to learner progression and achievement. Please break down the data by diversity characteristics.

## Learner complaints

Please provide details of where and how learners can access your complaints procedure. Please provide details of all learner complaints received in the past year (since your last accreditation application or annual monitoring and declaration). Insert further lines if necessary.

<b>Details of access to your complaints procedure</b>	
<b>Number of complaints received</b>	
<b>Details of complaint including escalation and/or resolution</b>	

## Declaration

I declare that the information provided in this form, and any supporting material, is true and accurate. I confirm that the Accredited Study Provider continues to meet the Accredited Study Provider Requirements, as set out below. I understand that providing false information may result in the Accredited Study Provider having its accreditation suspended or revoked.

**Signature**

**Position**

**Date**

## Accredited Study Provider Requirements

### 1. Accredited Study Provider set up / incorporation

Requirement	Evidence previously provided (pre-populated from last accreditation application form or annual monitoring declaration)	Evidence still current? If no, provide new evidence in the next column	New evidence
The Accredited Study Provider must be a recognised legal entity with a clear company structure.		Yes/No	

## 2. Governance

Requirement	Evidence previously provided (pre-populated from last accreditation application form or annual monitoring declaration)	Evidence still current? If no, provide new evidence in the next column	New evidence
The Accredited Study Provider must have an effective governance structure in place with oversight and clear accountability for all key functions.		Yes/No	

## 3. Management and staffing

Requirement	Evidence previously provided (pre-populated from last accreditation application form or annual monitoring declaration)	Evidence still current? If no, provide new evidence in the next column	New evidence
Policies, procedures and resources must be in place to enable the development and delivery of high-quality learning.		Yes/No	

#### 4. Risk identification

Requirement	Evidence previously provided (pre-populated from last accreditation application form or annual monitoring declaration)	Evidence still current? If no, provide new evidence in the next column	New evidence
The Accredited Study Provider must operate an effective and comprehensive approach to risk management and contingency planning.		Yes/No	

#### 5. Quality evaluation and review

Requirement	Evidence previously provided (pre-populated from last accreditation application form or annual monitoring declaration)	Evidence still current? If no, provide new evidence in the next column	New evidence
The Accredited Study Provider must have in place effective policies and procedures for the monitoring and review of the programme.		Yes/No	

## 6. Programme design and structure

Requirement	Evidence previously provided (pre-populated from last accreditation application form or annual monitoring declaration)	Evidence still current? If no, provide new evidence in the next column	New evidence
The programme structure must support learners to enable them to achieve the qualification learning outcomes.		Yes/No	

## 7. Learner assessment

Requirement	Evidence previously provided (pre-populated from last accreditation application form or annual monitoring declaration)	Evidence still current? If no, provide new evidence in the next column	New evidence
Assessment must be reliable and valid. The choice of assessment method must be appropriate to demonstrate achievement of the Assessment Outcomes. Assessors must be fit to perform the assessment task.		Yes/No	

## 8. Teaching and learning

Requirement	Evidence previously provided (pre-populated from last accreditation application form or annual monitoring declaration)	Evidence still current? If no, provide new evidence in the next column	New evidence
Teaching and learning must support progressive learner development.		Yes/No	

## 9. Learner experience

Requirement	Evidence previously provided (pre-populated from last accreditation application form or annual monitoring declaration)	Evidence still current? If no, provide new evidence in the next column	New evidence
The Accredited Study Provider must provide learners with a consistently high-quality learning experience.		Yes/No	

## 10. Staff professional development

Requirement	Evidence previously provided (pre-populated from last accreditation application form or annual monitoring declaration)	Evidence still current? If no, provide new evidence in the next column	New evidence
The Accredited Study Provider must encourage and support staff to develop their professional skills.		Yes/No	

## 11. Premises and facilities

Requirement	Evidence previously provided (pre-populated from last accreditation application form or annual monitoring declaration)	Evidence still current? If no, provide new evidence in the next column	New evidence
The Accredited Study Provider must ensure the premises and facilities (both physical and digital) are of an appropriate and adequate standard for delivery.		Yes/No	

## 12. Equality, diversity and inclusion (EDI)

Requirement	Evidence previously provided (pre-populated from last accreditation application form or annual monitoring declaration)	Evidence still current? If no, provide new evidence in the next column	New evidence
The delivery of the programme must be based on principles of equality and diversity and must meet requirements of all relevant legislation.		Yes/No	

# Annex 6

## Assessment Outcomes

Last updated: August 2022

This document sets out the Assessment Outcomes for the Costs Lawyer Qualification, as referred to in Section 9 of the Accredited Study Provider Scheme Handbook (the Handbook) and criterion 7.1 of the Accredited Study Provider Requirements (found at Annex 3 of the Handbook). The Assessment Outcomes should be read in conjunction with the Costs Lawyer Competency Statement (Annex 1 of the Handbook) and the Assessment Guidance (Annex 7 of the Handbook). Accredited Study Providers may find it particularly helpful to bear in mind paragraphs 1 to 3 and 5 to 9 of the Assessment Guidance.

The Assessment Outcomes cover the eight knowledge areas in the Competency Statement, linking each to the skills in the Competency Statement, as well as covering one standalone skill (advocacy).

AO level	Legal and technical knowledge Assessment Outcomes	Relevant Competency Statement skills  While all skills are integral to the role of a Costs Lawyer, the following are particularly relevant to applying the corresponding knowledge area
<b>Competency Statement knowledge area 1: Civil litigation</b>		
AO1	The Costs Lawyer will be able to demonstrate detailed knowledge of the Civil Procedure Rules which are fundamental to the role of the Costs Lawyer and are applicable to the conduct of dispute resolution, from pre-proceedings through to trial and appeal, within the context of a dispute arising in contract or tort, including the relevance of conduct to costs and case management, Part 36 offers, other settlement offers, and the relevance of privilege to negotiations.	Case management Agile thinking Effective communication Negotiation

AO2	The Costs Lawyer will be able to apply knowledge and understanding to a complex scenario to distinguish between <u>the costs implications of</u> a range of options, to determine an appropriate course of action including timing and suitability of settlement and choice of settlement methods, and to appraise the client, including of likely next steps from the opposing party.	
AO3	The Costs Lawyer will be able to: synthesise knowledge and understanding of the law, facts and evidence arising in a complex scenario, <del>to assess and evaluate strengths and weaknesses of a claim,</del> determine and evaluate <u>the costs implications of</u> a range of options, and present logical recommendations on appropriate courses of action to advise a client in their best interests as to the conduct, and possible resolution of, a dispute, showing an awareness of tactics and risk with sound guidance on costs implications; draft, and respond to, statements of case and settlement offers and prepare for in-person negotiation; and communicate effectively according to the recipient.	
<b>Competency Statement knowledge area 2: Practice and procedure in specialist forums</b>		
AO1	The Costs Lawyer will be able to demonstrate an outline knowledge of the rules and procedure, including the costs of proceedings and appeals, for tribunals (including tribunals determining employment, immigration, family and criminal matters*), the Supreme Court, Court of Protection and arbitral tribunals. *Further information about these areas is provided at the end of the Assessment Outcomes.	Case management Agile thinking Effective communication
AO2	The Costs Lawyer will be able to apply knowledge and a general understanding of law, facts and evidence to a straightforward scenario to explain practice and procedure in a given forum, including guidance as to costs considerations, as appropriate.	
AO3	The Costs Lawyer will be able to assess and evaluate facts and evidence to advise, showing tactical and risk awareness, including of costs, in relation to the practice and procedure, conduct and management of a claim (including resolution, as appropriate) in a specialist forum.	
<b>Competency Statement knowledge area 3: Legal aid</b>		
AO1	The Costs Lawyer will be able to demonstrate knowledge of the relationship between the Legal Aid Agency and the providers of legal aid services and the availability of legal aid within the practice areas of family, crime and civil including the types of cases covered, the scope of legal aid granted, financial limits, what can be claimed and when, bills of costs for <u>assessment by the court</u> and <u>Legal Aid Agency, claims for payment using the Client and Costs Management System (CCMS) <del>processing online and paper-based forms,</del> High-Costs-Case</u>	Case management

	<del>Plans, claim forms for paper based cases, CCMS operations, managing costs for Special Case Work (High Costs Case Plans), remuneration (including fixed fee schemes) and the remuneration procedures.</del>	
AO2	The Costs Lawyer will be able to apply knowledge and understanding to advise on the scope of legal aid, <del>meeting the threshold tests, financial eligibility and how to claim including obtaining appropriate evidence to support an application for legal aid and to explain</del> how costs will be assessed in the relevant forum.	
AO3	The Costs Lawyer will be able to <del>complete relevant forms for the application for legal aid and to</del> advise on costs assessment and inter-partes costs recovery in a legally aided matter including preparation of a Bill of Costs and advising on the detailed assessment procedure.	
<b>Competency Statement knowledge area 4: Contract law</b>		
AO1	The Costs Lawyer will be able to demonstrate detailed knowledge of the fundamental principles of contract law relating to offer, acceptance, consideration and the intention to create legal relations, differences between terms of contract and their incorporation, vitiating factors and remedies.	Case management Agile thinking Effective communication
AO2	The Costs Lawyer will be able to apply knowledge and understanding of facts to a complex scenario to advise upon knowledge of the law of contract to establish a cause of action; set out allegations; consider the availability of defences; establish the evidence to be obtained and to identify the strengths and weaknesses of a client's case.	
AO3	The Costs Lawyer will be able to synthesise knowledge and understanding to formulate comprehensive advice to a client upon a range of complex issues relating to a dispute arising in contract including evaluation of facts and evidence, to develop relevant argument and challenges, <del>including with regard to damages, and to advise on prospects of success</del> and communicate effectively according to the recipient.	
<b>Competency Statement knowledge area 5: Tort</b>		
AO1	The Costs Lawyer will be able to demonstrate knowledge of the principles of tort relating to personal injury claims in negligence, nuisance, employers' and occupiers' liability, relevant limitation considerations, the availability of defences, the remedies available, including the principles of assessing quantum.	Case management Agile thinking Effective communication
AO2	The Costs Lawyer will be able to apply knowledge and understanding to a complex scenario to knowledge of the law of tort to establish a cause of action; set out allegations; to consider the availability of defences; to	

	establish the evidence to be obtained and to identify the strengths and weaknesses of a client's case in relation to establishing or defending the claim including in relation to causation and quantum.	
AO3	The Costs Lawyer will be able to synthesise knowledge and understanding to formulate comprehensive advice to a client upon a range of complex issues relating to a dispute arising in tort, including evaluation of facts and evidence, to develop relevant argument and challenges, <del>including with regard to quantum, and to advise on prospects of success</del> ; and communicate effectively according to the recipient.	
<b>Competency Statement knowledge area 6: Costs pleadings and process</b>		
AO1	The Costs Lawyer will be able to demonstrate detailed knowledge of the rules and procedural requirements relating to costs assessment in the civil courts, including case and costs management; proportionality; costs orders; qualified one-way costs shifting, including awareness of arguments on costs matters in personal injury and clinical negligence claims; the principles of costs assessment for summary, provisional and detailed assessment; and payments on account.	Case management Agile thinking Effective communication
AO2	The Costs Lawyer will be able to apply knowledge and understanding to given information to advise a client, to determine a likely costs outcome, to prepare relevant and accurate costs documentation including standard costs forms, Precedent H budgets (including drafting accurate statements of incurred and estimated future costs), bills of costs, points of dispute and reply.	
AO3	The Costs Lawyer will be able to evaluate information and provide accurate calculations, recommendations and advice to a client on a range of complex issues pertaining to costs, and protective measures including to provide guidance on preparation for CCMCs, the approval and agreement of budgets, court sanctions, variation of budgets and the relevance of budgets at subsequent assessment.	
<b>Competency Statement knowledge area 7: The lawyer client relationship and funding arrangements</b>		
AO1	The Costs Lawyer will be able to demonstrate detailed knowledge of the regulatory framework of the legal service market, including that of the Solicitors Act 1974, and the range of funding options (excluding legal aid) available to a client, including issues relating to retainers; client billing and recovery of costs (including retention of monies and deduction of monies from a client's damages); legal expenses insurance; damages-based agreements; conditional fee agreements; and third party funding.	Relationship management Effective communication

AO2	The Costs Lawyer will be able to apply knowledge and understanding to a complex scenario to explain to a client the range of funding options, to draft key funding documents and retainers to comply with requirements, and to calculate success fees.	
AO3	The Costs Lawyer will be able to synthesise knowledge and understanding to evaluate the suitability of funding options available to a client and to make recommendations, to advise on budget management and lawyer-client fee disputes.	
<b>Competency Statement knowledge area 8: Professional standards and ethics</b>		
AO1	The Costs Lawyer will be able to demonstrate detailed knowledge of the professional rules governing the relationship between a lawyer and a client, particularly the professional obligations of Costs Lawyers imposed by the Costs Lawyer Code of Conduct and the professional obligations of solicitors that relate to costs and client money, including those imposed by the SRA Codes of Conduct and the SRA Accounts Rules.	Relationship management Case management Self-management Effective communication
AO2	The Costs Lawyer will be able to apply knowledge and understanding of the professional rules of conduct to advise on conduct issues, to draft client care communications which comply with professional requirements, to demonstrate an awareness of the need to act in accordance with the core duties of professional conduct and ethics to preserve the reputation of the profession, retain an individual's regulated status and protect the interests of clients and the wider public.	
AO3	The Costs Lawyer will be able to synthesise knowledge and understanding to formulate comprehensive advice upon conduct issues and to apply the professional rules of conduct to a given scenario, communicating effectively according to the recipient.	
<b>Standalone skill: Advocacy</b>		
	The Costs Lawyer will be able to demonstrate an awareness of relevant communication skills and techniques used by an advocate and to conduct themselves with due regard to professional etiquette and the duty to the court, and present reasoned and persuasive oral arguments and oral submissions which show understanding of the strengths of a client's case and comply with the specifics of relevant rules and procedure.	Advocacy Agile thinking Effective communication Case management

## Competency Statement knowledge area 2: Practice and procedure in specialist forums

The Competency Statement does not require detailed knowledge of the substantive law relating to employment, immigration, family and crime. However, learners may find it helpful to explore key concepts and general principles in these areas to better contextualise their knowledge of practice and procedure in specialist forums. Accredited Study Providers may also wish to offer optional assessments in these areas for learners with a particular interest or intended specialism. Suggested outcomes are provided below to assist with course design, however these do not form part of the core Assessment Outcomes required for the Costs Lawyer Qualification.

Substantive law area	Suggested outcomes
Employment	The Costs Lawyer will be able to demonstrate knowledge and understanding of key concepts in the law relating to employment, including the obligations of employers to their employees, employee's rights, and the management of the employer/employee relationship from inception to termination.
Immigration	The Costs Lawyer will be able to demonstrate knowledge and understanding of key concepts in the law relating to immigration, including the availability of assistance in a given context, the requirements in place for control and processing of immigration, refugee and asylum applications, and relevant individual rights and remedies.
Family	The Costs Lawyer will be able to demonstrate knowledge and understanding of key concepts in the law relating to the formation of marriage, civil partnership and cohabitation, how those relationships may be ended, consequential financial settlements, and how adults and children may be protected from harm.
Crime	The Costs Lawyer will be able to demonstrate knowledge and understanding of key concepts in criminal law, including the nature of a crime, how criminal liability may be established (including foundational principles of the law of evidence), offences (including attempted offences) against the person and against property, availability of defences, police powers, sentencing considerations, and rules applying to special categories of offenders (such as juveniles).

# Annex 7

## Assessment Guidance

Last updated: August 2022

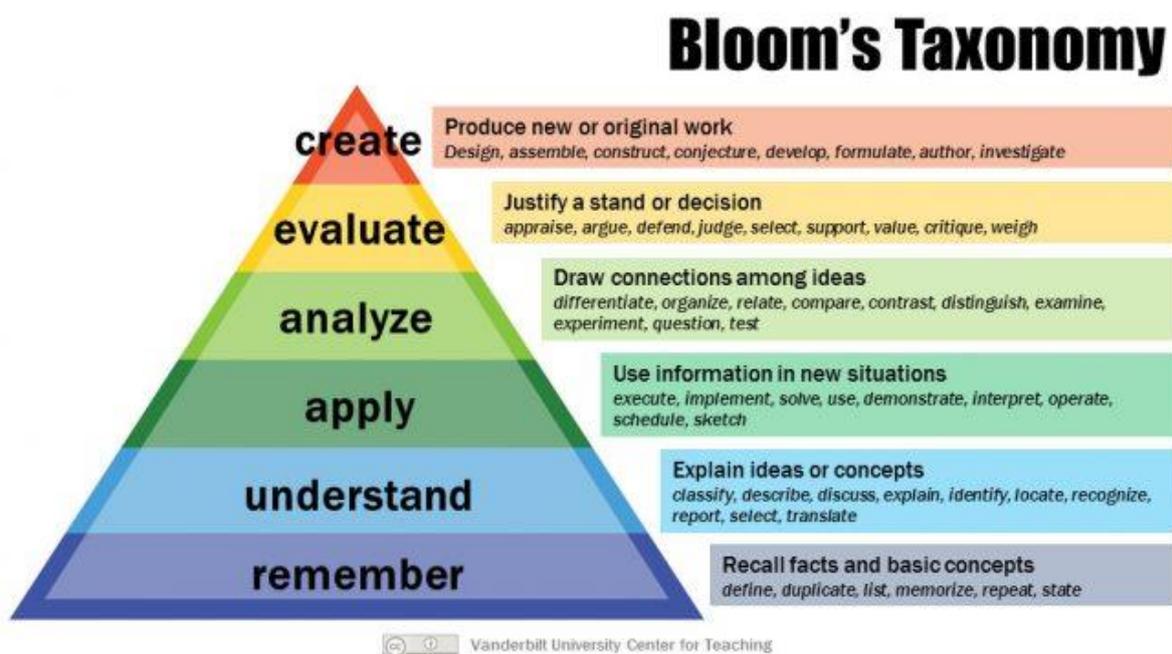
### General assessment structure

1. There are eight overarching Assessment Outcomes that must be demonstrated by learners who complete the Costs Lawyer Qualification. These cover the knowledge and skills competencies set out in the Costs Lawyer Competency Statement.
2. The hallmark of a valid assessment is that the CLSB can reasonably conclude that successful completion of an Accredited Study Provider's programme means that the learner has demonstrated, for regulatory purposes, command of the necessary competencies. The Competency Statement makes clear what constructs are to be assessed, and this guidance offers suggestions as to how those constructs might be assessed.
3. Accredited Study Providers should carefully consider the overall structure of assessments to ensure that all Assessment Outcomes are accounted for. The aim should be to select an assessment structure that allows for cohesive and realistic inter-related assessment materials to be presented, replicating real-world practice and promoting holistic learning.
4. One option, for example, might be to set two core competency assessments, with Competency Statement (CS) areas grouped as shown in the table below. Each assessment could then draw in different aspects of the various competencies within individual questions.

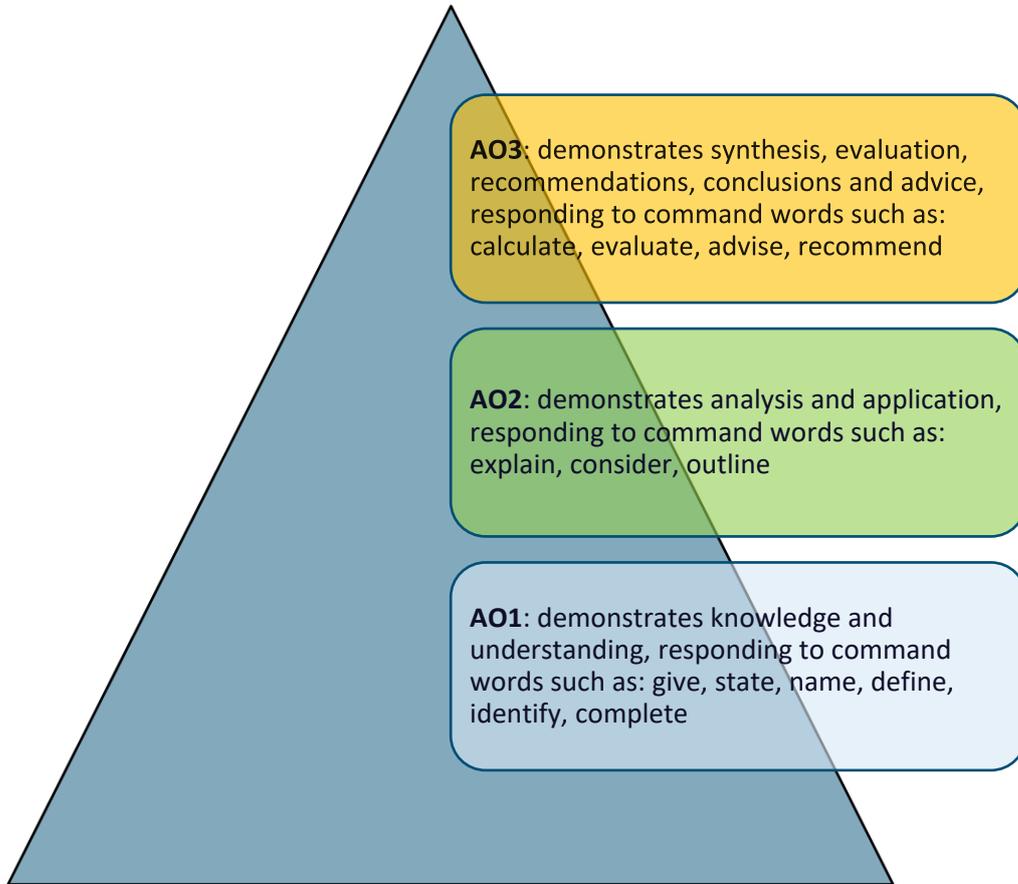
Core competency assessment 1		Core competency assessment 2	
CS area number:	Title	CS area number:	Title
1	Civil Litigation	2	Practice and procedure in specialist forums
4	Contract	3	Legal aid
5	Tort	7	The lawyer client relationship and funding arrangements
6	Costs pleadings and process	8	Professional standards and ethics

## Approach to assessment

5. The Assessment Outcomes for each Competency Statement area are split into three levels: AO1, AO2 and AO3. This categorisation captures the complexity and stretch of each question with reference to the assessment criteria and is aligned to Bloom's taxonomy.
6. Each Assessment Outcome within a Competency Statement area corresponds with what candidates are required to demonstrate by way of output. This allows scope for the assessment to draw out more than a direct recall of knowledge and extend to assessing higher skills. This gearing approach allows for a much richer assessment of the knowledge, skills and thought processing required and recognises that the conceptual demand of topics is not uniform and "flat". This is particularly important in professional assessments to ensure competency at the appropriate level to endorse the integrity of the assessment and to give assurance about competency to interested stakeholders.
7. The "can do" of knowledge, understanding and skills is well-demonstrated in Bloom's taxonomy of learning. The pyramidal visualisation is helpful as it shows the refinement of skills from widely accessible at the base to honed and specialist skills at the apex.



8. The same colour coding (broadly) can be overlaid on the outcome levels as shown:



9. The content of the assessment should enable higher level skills constructs – such as the ability to advise, communicate, draft and strategise – to be appropriately assessed across the outcomes. For example, if the stated skill of “effective communication” is limited simply to identifying errors in a draft letter, it cannot be said that the skill has been adequately assessed to assure competency. This requires the assessment to have appropriate weighting and structure.

## Suggested assessment weighting and structure of papers

10. The weighting of each outcome level (AO1, AO2 and AO3) is a key consideration when structuring individual assessment papers. To fully meet the Assessment Outcomes, assessments should cover a wide enough range of content in sufficient depth, requiring demonstration of the desired constructs within the range of cognitive bands of Bloom's taxonomy.
11. For illustrative purposes, we will assume that the total number of marks available across an assessment is 100. A suggested weighting as between the three levels (AO1, AO2 and AO3) for a professional qualification might be:

Assessment Outcome level	Mark allocation
AO1	25 marks

AO2	35 marks
AO3	40 marks
<b>TOTAL</b>	<b>100</b>

12. In practice, this would mean that the assessment will award:

- 25 marks for direct recall of knowledge and understanding
- 35 marks for direct recall, with application of knowledge and understanding
- 40 marks for direct recall, and application of, knowledge and understanding, in order to arrive at a reasoned evaluation, conclusions, recommendations and advice.

13. To allow for sufficient breadth and depth in assessing across the syllabi, the following structure may assist:

Assessment Outcome level	AO1 (25 marks/25%)	AO2 (35 marks/35%)	AO3 (40 marks/40%)
Number of questions	25 questions	Range of 5-7 questions	Range of 2-4 questions
Number of marks allocated	25 marks (1 mark each)	35 marks  Allocation depends on chosen number of questions, for example: <ul style="list-style-type: none"> <li>• 5 questions of 7 marks each; or</li> <li>• 7 questions of 5 marks each</li> </ul>	40 marks  Allocation depends on chosen number of questions, for example: <ul style="list-style-type: none"> <li>• 2 questions of 20 marks each;</li> <li>• 2 questions of 15 marks and one of 10 marks; or</li> <li>• 4 questions of 10 marks</li> </ul>
Marking	Point for point. That is, expected content is generated to cover the anticipated answer and marked point for point.	Point for point or levels-based mark scheme	Levels-based mark scheme* which synthesises the requirements across the Assessment Outcomes. That is, in order to answer the question, a candidate will need to have the relevant knowledge and understanding, be able to apply it to the facts, and be able to rationalise and communicate an appropriate response.

14. The following example demonstrates how the required output is differentiated depending on the AO designation and how the question is framed.

The learner is asked to consider a factual scenario. They are asked to advise a client where several possible courses of action present themselves from the facts (for example, to do nothing; make an application to the court; make a Part 36 offer; make a Calderbank offer).

The question may be posed in an AO1, AO2 or AO3 format as follows:

Assessment Outcome level	Possible question format	Candidate output
<b>AO1</b>	<b>Identify</b> the courses of action available to the client.	Direct recall of knowledge and understanding about the range of options.
<b>AO2</b>	<b>Explain</b> the most appropriate course of action for the client to take.	Direct recall, with application of knowledge and understanding analysing the facts of the case and applying knowledge to determine the benefits and risks of each option including any costs implications.
<b>AO3</b>	<b>Advise</b> your client on their options and recommend to them their best course of action.	Direct recall, and application of, knowledge and understanding, in order to evaluate all courses of action and make a recommendation to the client, giving clear reasoned advice on the best course of action.

## *Levels-based mark scheme in operation*

15. Competency Statement areas may be assessed holistically; that is, the answer to an AO3 question may be derived from synthesising and applying knowledge and understanding across more than one Competency Statement area to arrive at a reasoned answer. In this way, one benefit of a levels-based mark scheme is that the skills expected of the student are incorporated within it and are credit-worthy. A valid assessment is one which demonstrates competency, of both knowledge and skills, at the required level.
16. For example, the range of skills set out in the Competency Statement may be specifically allowed for within the mark scheme. While all skills are integral to the role of a Costs Lawyer, the Assessment Outcomes highlight certain skills that are particularly relevant for each knowledge area in the Competency Statement, and on which candidates may find it helpful to focus.
17. Knowledge and understanding are intrinsic to application and to the consequent advice, recommendation or conclusion; the skills set out in the Competency Statement assist to differentiate between a weak or strong answer.

*Levels-based mark scheme in a 10-mark AO3 question designed to show synthesis of all Assessment Outcomes (i.e. AO1, AO2 and AO3) in a competency area*

<p><b>Weak answer</b>  <b>0-4 marks</b></p>	<p><b>AO1</b> Poor command of the key points of relevant knowledge.</p> <p><b>AO2</b> Disjointed responses without logical connection. Little accurate analysis and application of the relevant law and/or procedure to the facts. Limited breadth and depth of understanding. Inadequate demonstration of skills of <b>agile thinking, case management</b> and, where appropriate, <b>negotiation</b>.</p> <p><b>AO3</b> The response:</p> <ul style="list-style-type: none"> <li>• fails to respond to the question or provide any confident, clear and reasoned explanation/conclusion;</li> <li>• fails to exhibit the required skills of <b>effective communication</b> and <b>relationship management</b>.</li> </ul>
<p><b>Mid-range answer</b>  <b>5-7 marks</b></p>	<p><b>AO1</b> Reasonable command of the key points of relevant knowledge.</p> <p><b>AO2</b> Assured and accurate analysis and application of the relevant law and/or procedure to the facts and which may also distinguish, with explanation, those points which are not relevant to the facts, showing breadth and depth of understanding and some evidence of <b>agile thinking, case management</b> and, where appropriate, <b>negotiation</b>.</p> <p><b>AO3</b> The response:</p> <ul style="list-style-type: none"> <li>• is reasonably <b>well-communicated</b> with some explanation offered but does not provide a strong and entirely accurate answer to the question;</li> <li>• presents a limited range of solutions or limited rationale for the optimum choice;</li> <li>• falls short of enabling a sound decision or optimal recommendations to be made;</li> <li>• fails to provide the best advice as to a course of action and, therefore, does not demonstrate <b>relationship management</b> at the expected level.</li> </ul>
<p><b>Strong answer</b>  <b>8-10 marks*</b></p>	<p><b>AO1</b> Strong command of the key points of relevant knowledge.</p> <p><b>AO2</b></p>

*range dependent on mark allocation for question	<p>Confident and accurate analysis and application of the relevant law and/or procedure to the facts showing breadth and depth of understanding through <b>agile thinking</b> and good evidence of <b>case management</b> and, where appropriate, <b>negotiation</b> skills.</p> <p><b>AO3</b></p> <p>The response:</p> <ul style="list-style-type: none"> <li>• <b>is communicated effectively</b>, coherently and logically providing a confident, clear and reasoned explanation/conclusion;</li> <li>• offers discussion of a range of options and selection of an optimum course of action;</li> <li>• enables, as appropriate, a sound decision or best advice to be given as to a course of action;</li> <li>• exhibits competent <b>relationship management</b>.</li> </ul>
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## Item types

18. There are numerous item types which might be used as an alternative to traditional written answers and which may be used to assess different skills. Many considerations inform the approach which might be taken including the flexibility and experience of the writers and the availability of resources.
19. A further possibility is to introduce an evolving case study across the entire assessment or part of it, the purpose of which is to allow a scenario to develop as it would in practice and to provide some realism. The questions are linked by short narratives which provide further information. This is particularly useful as it enables a range of topics to be considered. Such an approach can combine different types of questions, some of which may be auto-marked by a computer or live marked.

Auto-marker, suitable for AO1 and AO2 questions	Live marker, suitable for AO2 and AO3 questions
Multiple choice questions (single correct response, multiple correct response or single best answer response)	Written short answer responses
Cloze (drag and drop)	Written long answer responses
Match list	
Ordering and prioritising	
Highlighting	

20. Examples:

AO1 **multiple choice question** example (1 mark)

Munira, who is a qualified pharmacist and owns a small pharmacy, telephones you to seek advice. She wants clarification of her legal position when customers select items from the shelves, such as first aid remedies, painkillers and cold and cough medicines and bring them to the counter to pay at the till. Munira employs Kai, who is not a pharmacist, who covers for Munira during any short periods of her absence from the shop. Customers frequently complain when Kai refuses to sell them items which can only be bought when a pharmacist is present. The customers argue that Kai cannot refuse to sell them the items when they are displayed on the shelves and marked with a price.

What is the correct advice to give Munira as to whether Kai can refuse to sell the items?

[A] Kai cannot refuse to sell the items as the display of items is an offer and that offer is accepted when the customer selects an item and places it in the basket provided.

[B] Kai can refuse to sell any item as the display of items is an invitation to treat and the customer makes the offer when they bring it to the till to pay which Kai can either accept or reject.

[C] Kai can refuse to sell only the items requiring a pharmacist to be present as certain items are restricted for sale by law.

[D] Kai cannot refuse to sell the items as the price is clearly marked on the displayed items so that offer and acceptance and consideration are present.

**Explanation:**

These facts are similar to those in the case of *Pharmaceutical Society of Great Britain v Boots Cash Chemists (Southern) Ltd* [1953] EWCA Civ 6 in which it was held that the display of goods was not an offer but an invitation to treat. By placing the items in the basket the customer makes an offer to buy the goods but the offer can be either accepted or rejected at the till by Kai. Where goods may only be sold when a pharmacist is present Kai should continue to refuse to sell those restricted items. This also aligns with the principle that a statement of price is not necessarily an offer (*Harvey v Facey*) but an invitation to treat if the seller decides to sell.

**AO2 match question** example (5 marks)

Match the circumstance or statement with the most likely costs outcome

<b>Circumstance</b>	<b>Most likely costs outcome</b>
A claimant's successful application for summary judgment	The claimant's costs in the application and in the case to be paid by the defendant
A claimant's application to amend the particulars of claim	The claimant to pay the defendant's costs of and caused by the application
A defendant's successful application for the claimant to give specific disclosure	The claimant to pay the defendant's costs of and caused by the application
A claimant serves a notice of discontinuance in respect of the whole claim	The claimant to pay the defendant's costs on or before the date on which notice is served

A claimant is successful in the claim but recovers a sum which is less than a defendant's part 36 offer	The defendant recovers costs from the date on which the relevant period expired and interest on those costs
Examples of additional distractors	No order as to costs
	Each party to pay own costs
	Costs reserved

### AO3 written long answer response example (15 marks)

You act for the claimant in a substantial personal injury claim. A Part 36 offer was made by the defendant 15 days ago. Upon receipt of the defendant's expert's medical report, which is unresponsive of the claimant's case, and suggests exaggeration on the part of your client, that offer has now been withdrawn by the defendant's solicitors and they have stated that it is no longer capable of acceptance. The offer has not been accepted. You are to meet with your client later today.

Consider the advice which you should give the client at the meeting and outline:

- what advice should be given with regard to the procedural effect of the withdrawal of the Part 36 offer;
- what positive advice might be given to the client;
- what advice should be given with regard to costs.

### *Scaffolding questions*

21. Questions may be scaffolded to assist the candidate to fix the context and placement by way of orientation. This is achieved by asking an introductory knowledge (AO1 level) question which is then built on in the subsequent questions.

22. For example, a question may be scaffolded and sub-divided across three Assessment Outcomes. The following series of questions is imagined in the context of a cause of action arising in contract, and which links to civil litigation in terms of the documentary and other evidence which is to be obtained, mindful of how a statement of case should be pleaded. It is anticipated that a short narrative would precede the questions to provide the candidate with relevant information.

- **Q1(a) AO1 multiple choice question: 1 mark**  
Identify the correct cause or causes of action and remedies which are available on these facts.
- **Q1(b) AO2: 5 marks**  
Explain what documentary and other evidence you will need to obtain from your client in order to progress the claim.
- **Q1(c) AO3: 10 marks**  
Draft three paragraphs which might be included in a short letter of advice to the client in which you should:
  - set out the options available with analysis of benefit and risk;
  - seek relevant evidential information; and
  - recommend an appropriate course of action.

## Aligning assessment and learning

23. The integrated approach to the Competency Statement areas and to assessment reinforces the desired approach of achieving deep rather than superficial learning. Linking ideas and drawing connections appears within the analytical level of Bloom's taxonomy (the equivalent of AO3) and is a vital skill particularly as client matters rarely present themselves in neat bundles of discrete topics of law.
24. Thinking across Competency Statement areas is useful to embed knowledge and understand how the Competency Statement areas inter-relate. For example:
  - Knowing and understanding how contracts are formed (knowledge area 4: Contract) will be useful in knowing how to meet the requirements for a statement of case pleaded on the basis of a written or oral contract (knowledge area 1: Civil Litigation);
  - Knowledge area 6 (Costs Pleadings and Process) sits comfortably in tandem with knowledge area 1 (Civil Litigation) and may be referred to at every step to develop familiarity with what considerations should be kept in mind to comply with the overriding objective as, for all practitioners, and especially for Costs Lawyers, costs should be an underpinning consideration, including as to how and why adverse costs implications may arise and the repercussions for the client.
25. Students may find it helpful to develop a learning strategy that focuses on applied problem-based solutions, generating and differentiating between ideas to recommend a best course of action derived from their knowledge and understanding of the relevant law, practice and procedure.
26. It should be noted that, where a learner benefits from exemptions due to their prior learning, this does not mean that they must never be subject to any form of assessment in the exempted area(s). It is important that assessments can combine and build on the different knowledge areas as appropriate. Exemptions are available because a learner is deemed to already have the requisite competency. They will therefore not be disadvantaged if that competency features in an assessment to which they are subject.

## Interaction with the Minimum Standard

27. The Competency Statement establishes a Minimum Standard to which the knowledge and skills in the Competency Statement must be applied. The Minimum Standard provides:

*At the point of qualification, a Costs Lawyer will apply the knowledge and skills set out in this Competency Statement in a way that means their work will meet or exceed the following standard:*

1. *Work is not negligent.*
2. *If work involves the exercise of professional judgement, that judgement is reasoned and defensible.*
3. *Work demonstrably assists the client and puts the client in a better position than if the work had not been carried out.*
4. *Work is fit for, and appropriate to, its purpose.*

5. *Work is performed to this standard within a reasonable timeframe.*

*Achieving this standard might involve seeking support or guidance from a supervisor or other legal practitioner at appropriate stages, depending on the nature and complexity of the work.*

28. In order to be valid, assessments should measure and give assurance of competency at the required level. In the particular context of a professional qualification, assessments should also have predictive validity which gives an indication that performance in the assessment is likely to predict a candidate's future performance in the specific work environment of their profession.
29. The CLSB must assure competency at the Minimum Standard. The Assessment Outcomes inform how that standard can be met by a successful candidate. There is a cohesion between the knowledge and skills aspects of the Competency Statement, the Minimum Standard and the Assessment Outcomes, as depicted in the diagram below. What is looked for in the assessment is a holistic output allowing the student to show that they have acquired sufficient knowledge, and sufficient skills with which they can apply their knowledge, all of which may then be competently demonstrated in the workplace.



# Annex 8

## Accredited Study Provider Logo Terms of Use

### Who may use the Logo

1. An Accredited Study Provider that has been granted full or conditional accreditation is permitted to use the trademark set out at Schedule 1 (the **Logo**), unless that permission has been revoked in accordance with clause 16.
2. No other person may use the Logo without the prior written authorisation of the Costs Lawyer Standards Board Ltd (**CLSB**) as proprietor of the trademark.

### Licence to use the Logo

3. Usage of the Logo is by way of licence granted by the CLSB. These Terms of Use create and govern that licence.
4. An Accredited Study Provider who is permitted under clause 1 to use the Logo, and who does in fact use the Logo, is referred to in these terms as a Licensee.
5. The licence created by these terms is a royalty free, non-exclusive, non-assignable, non-transferable and non-sublicensable licence to use the Logo within the United Kingdom.
6. Delivery of the Costs Lawyer Qualification by a Licensee shall be, amongst other things, consideration for grant of the licence.
7. A Licensee shall not obtain or claim any rights, title or interest in the Logo except as set out in these terms.
8. Any infringement of the intellectual property rights in the Logo shall be dealt with by the CLSB at its sole discretion. A Licensee shall not be entitled to bring proceedings under section 30 of the Trade Marks Act 1994.

### Using the Logo

9. The Logo identifies a Licensee as being accredited by the CLSB to deliver the Costs Lawyer Qualification. The Logo must be used only in relation to such activity.
10. The Logo is for use by Licensees and their staff who are involved in delivery of the Costs Lawyer Qualification, for example when they are marketing the course or in email signatures.
11. The Logo may be used by other entities in the Licensee's corporate group at a Licensee's direction, for example on a website or in promotional material, only where such use does not create a misleading impression about which organisation is accredited by the CLSB. The question of whether a particular use of the Logo creates a misleading impression shall be determined by the CLSB at its sole discretion.
12. The Logo should be used in its registered colour (CMYK C60, M9, Y0, K45) and format as set out in Schedule 1.
13. A Licensee must use all reasonable endeavours to create, promote and retain goodwill in the Logo, including by complying with the Accredited Study Provider Scheme Handbook. Any goodwill acquired in the Logo belongs to the CLSB.

14. A Licensee must not:
- (a) adopt or use a trademark, symbol or device which incorporates or is confusingly similar to the Logo;
  - (b) apply in the United Kingdom to register a mark identical to the Logo or so nearly resembling the Logo that it is likely to cause confusion;
  - (c) do or permit to be done any act which could jeopardise or invalidate the registration of the Logo;
  - (d) use the Logo as part of a trading name or style;
  - (e) use the Logo in a way that is contrary to law or regulation;
  - (f) take any action which would bring the Logo into disrepute;
  - (g) otherwise misuse the Logo or permit another person or organisation to misuse the Logo.
15. A Licensee shall be liable for any loss, damage, costs and expenses incurred by the CLSB arising out of:
- (a) use or misuse of the Logo;
  - (b) services provided by the Licensee;
  - (c) non-compliance with these terms.

### Stopping use

16. The CLSB may, by written notice (which includes email), revoke with immediate effect a person's permission to use the Logo upon failure to comply with these terms. Where the person is a Licensee, this will have the effect of terminating the Licensee's licence to use the Logo and all rights granted to the Licensee under these terms shall cease immediately.
17. In accordance with clause 1, a person will no longer be a Licensee if they cease to be an Accredited Study Provider that has been granted full or conditional accreditation.
18. The CLSB may withdraw the Logo from use, in which case it will give Accredited Study Providers reasonable prior notice by appropriate means, and any licence created under these terms shall terminate upon the publicised date of the withdrawal.
19. A Licensee shall stop using the Logo if the circumstances described in clauses 16, 17 or 18 apply to them.
20. Termination of a licence by the CLSB or a Licensee, for whatever reason, shall have no effect on any existing rights or claims that the CLSB may have against the Licensee and shall not relieve the Licensee from fulfilling obligations that accrued prior to termination.

### General

21. Nothing in these terms shall be construed as establishing an agency, partnership or similar relationship between the CLSB and a Licensee.
22. These terms shall be governed by and construed in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England.

### Schedule 1

STUDY PROVIDER FOR THE  
COSTS LAWYER QUALIFICATION



ACCREDITED BY THE  
COSTS LAWYER  
STANDARDS BOARD