

STANDARD INTERIM CLAIM DECLARATION BY COUNSEL

- A. I wish to make an interim claim in terms of section 33ZB of the Legal Aid (Scotland) Act 1986.
- B. I declare:
- (i) that the amount claimed is charged in accordance with the fee regulations and notes on the operation of the regulations, and is for work done and chargeable as an interim claim not previously claimed in the case; and
 - (ii) that the sum claimed, together with any prior interim payments, does not exceed the sum I would expect to be paid if my involvement in the case was now complete and I submitted a final legal aid claim.
- C. I confirm to the best of my knowledge that the case has not concluded.
- D. I acknowledge that the involvement of more than one counsel in the case may in certain circumstances affect the level of fee payable to me and require adjustment before or at the final account stage.
- E. I undertake that I will provide SLAB with such information as from time to time they may reasonably require in relation to the administration (including checking and review) of interim claims and in due course I will either (a) lodge a final claim or (b) advise SLAB that I do not wish to make any further claim beyond any earlier interim claim(s) in the case in accordance with whichever of the following applies:
- (i) Upon conclusion of the case, within the prescribed time period for doing so;
 - (ii) Upon conclusion of my involvement in the case, where arrangements exist for the assessment of a final claim prior to the conclusion of the proceedings, and the proceedings have not concluded; or
 - (iii) Where neither (i) nor (ii) applies, or if they applied but the time for compliance has passed, if called upon to do so by SLAB.
- F. I understand that:
- (i) upon assessment of the final claim I lodge in due course any surplus in the aggregate total of interim claims over the sum finally determined as payable per the final account will constitute overpayment and will be repayable;
 - (ii) in cases where more than one counsel has been instructed such as where there has been a change of counsel acting, there may require to

be apportionment or allocation of certain fees at the final account stage, and any adjustments may or will constitute overpayment which will be repayable;

- (iii) where in the absence of a final claim as a consequence of a failure to lodge one SLAB is not satisfied that it can or could make a final determination of an amount payable in the case greater or equal to the aggregate total of interim claims paid in the case, or to the extent that it cannot do so, all or part of the sums paid as interim claim may or will constitute overpayments and any such overpayment will be repayable; and
- (iv) where any sums are repayable, they may be recovered by SLAB by any of the steps available to it.