

General Terms and Conditions



Legal
Services
Society

British Columbia
www.legalaid.bc.ca

General Terms and Conditions

Introduction

Welcome to *LSS Tariffs*, the guide to how the Legal Services Society (LSS) compensates lawyers for their work on legal aid contracts. This chapter outlines the framework for the contract between the Legal Services Society and tariff lawyers. It is important that you familiarize yourself with this chapter before you accept a representation or duty counsel contract from LSS. In addition to the general terms and conditions of your contract with LSS, this chapter provides a list of definitions and a quick reference chart for tariff rates.

All other documents and resources for working with LSS, such as an up-to-date “Contacts for lawyers” list, information about our mentoring program, practice resources, and a record of all our communication with tariff lawyers, are available in the Lawyers section of the LSS website (www.legalaid.bc.ca) and/or in LSS Online. The LSS website also provides general information about the Legal Services Society and our current client coverage and eligibility.

Using the *LSS Tariffs*

All chapters of the *LSS Tariffs* are posted on the LSS website under Lawyers — LSS Tariffs and in LSS Online. Most of the time, you will only need to refer to the chapter for your area of law and the chapter on disbursements.

To get a copy of the tariffs, you may print the chapters you need directly from the LSS website. The website version is the official version of *LSS Tariffs* and is updated as Notices to Counsel are issued.

Notices to Counsel

All changes to *LSS Tariffs* are announced in Notices to Counsel, which are emailed to tariff lawyers and posted on the LSS website under Lawyers — Notices to Counsel. They can also be found in LSS Online.

What's New

A section found on your LSS Online homepage containing billing tips, general LSS news, and updates to *LSS Tariffs* and other policies.

Processing invoices

LSS provides LSS Online (online billing, direct deposit, and your Profile, Contracts, Authorizations, Payments, and Notifications) for all tariff lawyers. You'll find all the information you need on the LSS website under Lawyers — LSS Online, including an LSS Online user guide. You can register for an account by selecting "Register now" on the LSS Online web page.

LSS staff are available to answer inquiries about billing and the status of your account. Contact them at:

Lawyer Services

Phone: 604-601-6155 or 1-888-401-6206 (no charge)

Fax: 604-681-5796

Email: lawyer.support@lss.bc.ca

If Lawyer Services staff contact you with a question, you must confirm your response in writing. Written responses to questions are required by the society's auditors and speed up the processing of invoices.

If you have questions about a specific tariff item or have any general comments or suggestions about our tariffs, please contact:

Manager, Lawyer Services
Legal Advice and Representation
Legal Services Society
400 – 510 Burrard Street
Vancouver, BC V6C 3A8

Audit and Investigation

The Audit and Investigation Department monitors and audits invoices to ensure that lawyers acting for legal aid clients bill LSS appropriately for legal services and disbursements. The Audit and Investigation Department is also responsible for investigating complaints about lawyers to ensure that the quality of service lawyers provide to our clients is comparable to that provided to clients who pay privately.



Client confidentiality

All information an applicant or client gives to LSS is subject to solicitor-client privilege. LSS cannot disclose information to any third party without the applicant's or client's explicit approval. Solicitor-client privilege is protected under section 14 of the *Freedom of Information and Protection of Privacy Act* and section 23 of the *Legal Services Society Act*, which state that:

1. Information disclosed by a client or an applicant for legal aid to a director, employee, or agent of the society or funded agency is privileged and must be kept confidential in the same manner and to the same extent as if it had been disclosed to a solicitor under a solicitor and client relationship.
2. If a civil or criminal proceeding is or may be brought against a person respecting the person's eligibility for legal aid, subsection (1) does not apply to information respecting eligibility.

Clients agree at the beginning of a legal aid contract to instruct their lawyers to provide LSS with information about their cases and financial circumstances.

Mentoring counsel

LSS promotes mentoring within the tariff bar to provide lawyers with valuable and practical learning opportunities.

LSS's Mentoring Counsel guidelines cover two types of mentoring – mentoring assistance and apprentice counsel. Mentoring assistance allows tariff lawyers with less than five years' call, or who have been practising in the applicable area of law for less than five years, to obtain trial-related mentoring on their LSS cases from experienced counsel. Apprentice counsel allows tariff lawyers with less than five years' call, or who have been practising in the applicable area of law for less than five years, to act as apprentice counsel on an experienced counsel's case.

To request authorization for mentoring assistance or apprentice counsel, lawyers must submit an authorization request via LSS Online. See the [**Mentoring Counsel guidelines**](#) on the LSS website for further information on authorization and billing guidelines.

Definitions

Additional preparation: the legal fees in excess of the tariff allowance that tariff lawyers may request at the outset or during the course of a representation contract.

Adjustment: a portion, or the full amount, of any payment that is deducted from any money payable by LSS to the tariff lawyer (negative adjustment), or is added to any money payable by LSS to the tariff lawyer (positive adjustment).

Alternative service provider: a lawyer who performs legal services on the tariff lawyer's behalf.

Applicant: a person who applies to LSS for legal services.

Area of Law: the categories of legal problems for which LSS has created separate tariffs (e.g., criminal, family, immigration).

Articled student: a person enrolled in the Law Society of British Columbia's admission program for articling students administered by the Law Society or its agents, including the period that the student is articled to a principal or registered in the training course. Where the tariff references lawyers, the terms also apply to articled students, except where expressly indicated otherwise.

Attendance: the time spent at a court or tribunal hearing, or a mediation session, from the scheduled start time to its conclusion, including waiting time (if counsel is not handling other matters), but excluding meal breaks. Actual time spent in attendance at a court or tribunal hearing, or a mediation session, via teleconference is considered attendance.

Authorization request: a written request made by tariff lawyers to LSS for approval to provide a legal service, incur a disbursement, bill a tariff item, or to amend a term of a representation or duty counsel contract.

Block fees: the flat legal fees LSS pays for certain legal services regardless of the time spent providing the service (see page 18).

Case: one or more related legal problems arising for a client.

Case cost caps: a limit on the total legal costs LSS will pay for a case, calculated by combining, for all tariff lawyers who have acted in that case, the aggregate legal fees paid or billable, *or* the aggregate disbursements paid or billable, not including applicable taxes.

Client: an applicant LSS considers eligible to receive legal services after determining he or she meets LSS coverage and eligibility criteria.

Contract tariff items: specific tariff items that are billable for each legal aid contract (up to the maximum units), as listed in LSS Online.

Coverage: the range of legal problems for which LSS makes legal services available, or the range of legal services LSS may fund, as determined by LSS.



Criminal Case Management program (CCM): the case management program LSS uses to manage the allocation of funds to lengthy criminal matters. For information on CCM, see the LSS website under Lawyers — Case management information.

Disbursements: the expenses tariff lawyers incur on behalf of clients while providing legal services.

Duty Counsel Contract: the LSS authorization for a lawyer to provide duty counsel or circuit counsel services and to bill LSS according to the tariff contract.

Eligibility: the LSS decision that an applicant is financially qualified for legal aid.

Enhanced fees: fees in excess of the tiered rates LSS normally pays to counsel. See the Enhanced Fee Rates on page 18 and the [*Enhanced Fees and Exceptional Responsibility Premium policy*](#) on the LSS website under Lawyers — LSS Policies.

Exceptional responsibility premium: a 15 percent increase in any tiered rates and/or enhanced fees that LSS pays to counsel pursuant to the *Enhanced Fees and Exceptional Responsibility Premium* policy. See the LSS website under Lawyers — LSS policies.

Extended CFCSA services: Additional preparation hours that tariff lawyers may request during the course of a representation contract on a complex CFCSA case when he or she has exhausted the initial preparation hours.

Extended family services: Additional preparation hours that tariff lawyers may request during the course of a family representation contract when he or she has exhausted the initial preparation hours.

Extra legal fees: the legal fees in excess of the tariff rate that tariff lawyers request from LSS at the conclusion of the case.

Final invoice: the completed invoice a tariff lawyer submits to LSS, when he or she ceases acting in a case, as a full and final statement of all legal fees and disbursements he or she is entitled to recover from LSS.

General preparation: the preparation for a representation contract that is not specifically covered by another tariff item. It includes such things as taking instructions, preparing correspondence and court documents, negotiating with an opposing party, and the time spent waiting to see a client at a detention facility. It does not include time spent travelling to and from court or a detention facility, or activities related to file closing.

Half day: a court sitting either before or after the lunch adjournment.

Hourly rate: the hourly rate set by LSS, to be billed in 10ths of hours (see page 18).

Interview date: the date a client applies to LSS for legal services as specified on the representation contract.

Invoice: the electronic billing forms provided through LSS Online to tariff lawyers for billing LSS for legal fees and disbursements.

Issue date: the date LSS issues a representation contract or duty counsel contract to a tariff lawyer.

Issuing office: the LSS office that issues a representation contract or duty counsel contract to the tariff lawyer.

Last service date: the date a tariff lawyer last performed a legal service billable according to the tariff contract.

Legal aid: the services and information provided under the *Legal Services Society Act*, S.B.C. 2002, c.30.

Legal fees: the fees tariff lawyers bill LSS for legal services provided to clients.

Legal services: the services ordinarily provided by a lawyer that are billable according to the tariff contract and provided to clients by tariff lawyers pursuant to a representation or duty counsel contract.

LSS: the Legal Services Society, continued under the *Legal Services Society Act*, S.B.C. 2002, c.30.

LSS Online: the secure online portal used by tariff lawyers to submit invoices and authorization requests for legal fees and disbursements, receive notices, access practice resources, and communicate with LSS.

Notice to Counsel: a notice LSS issues periodically to inform tariff lawyers about changes to the tariff contract.

Post-payment review: the process of reviewing a tariff lawyer's paid invoices.

Reduction: a permanent reduction to legal fees payable to tariff lawyers, as determined by LSS.

Repayment amount: the amount of money LSS determines a tariff lawyer must pay back to LSS because that amount was not properly payable to the lawyer under the tariff.

Representation contract: the LSS authorization for a lawyer to provide legal services to a client in a specified case and to bill LSS for legal fees and disbursements according to the tariff contract.

Service start date: the date from which LSS authorizes tariff lawyers to bill LSS for legal services provided to a client.

Service stop date: the date LSS specifies for termination of a contract.

Society, the: another name for LSS.

Tariff contract: the retainer agreement between LSS and tariff lawyers, as modified from time to time by LSS, including the contents of *LSS Tariffs* (General Terms and Conditions and applicable Tariffs) and Notices to Counsel and other written instructions that LSS may provide to tariff lawyers directly or through the LSS website.



Tariff items: the individual provisions within each tariff describing the nature of a legal service or disbursement and its specific billing rules, including the amount payable.

Tariff lawyer: a lawyer who is a member in good standing of the Law Society of British Columbia, holds a Law Society of British Columbia practising certificate, and who LSS deems eligible to accept contracts.

Tariff rate: the rate LSS pays for legal services, in the form of block fees or an hourly rate, as set out in the tariff contract. See the Tariff Rates Quick Reference on page 18.

Tariffs: the schedules of legal fees and disbursements payable by LSS for legal services provided or expenses incurred on a client's behalf.

Tiered rates: the LSS system of differential tariff rates for lawyers based on their years of call to the bar on the **issue date**. Years of call is based on the exact date (day, month, and year) on which the lawyer was called to the bar in Canada. There are three tiers:

Tier 1	Less than 4 years call
Tier 2	4 or more years and less than 10 years call
Tier 3	10 or more years call

See the Tariff Rates Quick Reference on page 18.

Timekeeping record: A record (identified per client) containing an itemized list of legal services performed. It must include a detailed description of the services, in chronological order, and the date and time spent on each task. (See sections 32 to 35 below.)

Vendor number: LSS provides this permanent identification number to lawyers and other service providers, enabling them to do business with LSS.

General Terms and Conditions

General

1. LSS may modify the terms and conditions of the tariff contract at any time, and such modifications take effect upon reasonable notice.
2. A tariff lawyer's acceptance of a representation contract is considered his or her conclusive agreement to represent a client in the case specified on the representation contract and bill LSS according to the tariff contract.
3. LSS has sole authority to determine all matters related to legal aid, including clients' coverage and eligibility and appropriate compensation of lawyers.
4. Tariff lawyers may ask LSS to review a decision regarding eligibility, coverage, or any other matter related to the interpretation and administration of the tariff contract.
5. LSS may refuse to pay all or part of a tariff lawyer's invoice if the tariff lawyer fails to comply with the terms and conditions of the tariff contract.
6. LSS may refuse to pay tariff lawyers for legal fees and disbursements related to legal or other services that were:
 - (1) not reasonable and necessary to advance the client's best interests;
 - (2) performed inadequately;
 - (3) performed by a lawyer who was not then a member in good standing of the Law Society of British Columbia and who did not hold a Law Society of British Columbia practising certificate; or
 - (4) performed by a lawyer contrary to the terms of an LSS decision under the [*Lawyer Compliance policy*](#) (available on the LSS website under Lawyers — LSS Policies).
7. Tariff lawyers must:
 - (1) respond to LSS inquiries about a representation or duty counsel contract within 30 days;



- (2) respond to an LSS inquiry regarding a client complaint within 30 days;
 - (3) provide information requested by LSS regarding a complaint within 30 days;
 - (4) inform LSS of any changes to their business or email addresses and telephone or fax numbers within 30 days;
 - (5) immediately inform LSS when their Law Society status changes, the Law Society issues a citation, have criminal charges laid against them, and/or when they cease doing LSS work.
8. LSS may release correspondence between a tariff lawyer and LSS about an applicant's or client's case, including billing information, at their discretion or upon the applicant's or client's request.
 9. LSS is not responsible for any disputes relating to a contract that may arise between tariff lawyers and third parties.
 10. It is the responsibility of the tariff lawyer to be registered with WorkSafeBC pursuant to legislation.
 11. LSS may, at its discretion, and upon reasonable notice to lawyers, impose reductions at rates set by LSS.
 12. LSS may, at its discretion, impose conditions on, or temporarily or permanently suspend, a lawyer's eligibility to receive representation or duty counsel contracts in accordance with its [Lawyer Compliance policy](#).

Client coverage and eligibility

13. Tariff lawyers must immediately notify the issuing office if they learn that a client has:
 - (1) improved his or her financial situation;
 - (2) failed to disclose assets or income to LSS;
 - (3) unreasonably prolonged a case; or
 - (4) refused to give the tariff lawyer reasonable instructions.
14. LSS may terminate a representation contract at any time if a client no longer meets LSS criteria for coverage and eligibility.
15. LSS may add to an existing representation contract any new matter of the same area of law arising for a client within 90 days of that contract's interview date.

16. According to the LSS [*Settlements and Judgments policy*](#), a tariff lawyer must immediately notify LSS if they learn that a client will be receiving a settlement or awarded a judgment, and must:
 - (1) provide the Audit and Investigation Department with the client's current contact information and the amount of the expected settlement or judgment; and
 - (2) confirm with LSS the repayment funds owed and obtain LSS authorization before releasing any portion of the settlement or judgment from his or her trust account.
17. If a tariff lawyer believes that a client referred by LSS will receive a settlement that will not be processed through the tariff lawyer's trust account, the lawyer must immediately notify the Financial Review & Collections Coordinator at helpdesk.sj@lss.bc.ca.

Authorization for services

18. LSS will not pay tariff lawyers for legal fees and disbursements arising *before* the service start date, unless the legal fees and disbursements were authorized in advance by LSS.
19. LSS may determine the service stop date for any representation or duty counsel contract.
20. LSS may refuse to pay legal fees and disbursements arising after the service stop date.

Billing for services

21. LSS applies reasonableness billing thresholds for tariff items that do not have a maximum amount payable or maximum billable hours published in the Tariffs.
22. Tariff lawyers must request authorization via LSS Online to bill the following:
 - (1) more than the maximum stated in the *LSS Tariffs*;
 - (2) more than the LSS Online billing maximum stated for each contract tariff item listed on each contract; or
 - (3) a tariff item that does not appear in LSS Online on the lawyer's representation or duty counsel contract.
23. LSS contracts with the tariff lawyer and not the tariff lawyer's law firm. When a tariff lawyer submits an invoice to LSS, the tariff lawyer represents and warrants that he or she:

- (1) reviewed the invoice before submitting it to LSS;
- (2) performed, or supervised an alternative service provider or articulated student to perform, the legal services billed for on the dates recorded on the invoice;
- (3) made reasonable efforts to ensure legal fees and disbursements were reasonable and necessary; and
- (4) is entitled to receive payment according to the tariff contract.

24. Tariff lawyers must complete invoices fully and accurately according to the terms of the tariff contract.

25. LSS may refuse to process payment for all or part of a tariff lawyer's invoice if the tariff lawyer submits an invoice that is inaccurate or incomplete. If all or part of a tariff lawyer's invoice is not paid, a tariff lawyer may seek to have the invoice reviewed by:

- (1) requesting in writing a review by the Manager, Lawyer Services or his or her designate; and
- (2) providing LSS with further detailed invoice information.

There will be no further reviews after the final decision of the manager.

26. LSS may refuse to pay any legal fees and disbursements not included on a tariff lawyer's final invoice.

27. Despite any other bill by date indicated on a duty counsel or representation contract, tariff lawyers must submit invoices to LSS:

- (1) upon request by LSS;
- (2) for duty counsel contracts, within two months of each service date;
- (3) for representation contracts, not more than six months after the last service date, or when the tariff lawyer ceased representing the client on that particular contract.

28. Tariff lawyers must not bill LSS for the Provincial Sales Tax (PST) on legal fees. Pursuant to section 128 of the *Provincial Sales Tax Act*, legal fees are tax exempt where legal services are provided by legal aid. Where disbursements items have PST charged, the PST may be included.

29. Tariff lawyers must not include the Goods and Services Tax (GST) when recording legal fees and disbursements on a billing form. Although GST does apply to the services provided, LSS will automatically calculate the amount of GST payable (if applicable) when processing an invoice.

30. Tariff lawyers are not permitted to bill for two legal services provided at the same time or on the same half day unless the applicable tariff explicitly permits this. If a lawyer is attending the same court on the same half day for the same client or legal service, the time may be billed only once, notwithstanding that there are two or more separate representation contracts issued to the lawyer for that client or legal service.

Post-payment reviews

31. After paying an invoice, to ensure the invoice is valid and properly billed in accordance with the tariff contract, LSS may conduct a post-payment review or audit. A post-payment review or audit may occur within two years from the date of payment, or LSS may extend this period to up to five years from the date of payment of the final invoice, if:
- (1) any invoices contain significant issues or errors,
 - (2) there is any indication of fraud or misrepresentation, or
 - (3) there is a delay with LSS accessing necessary court records.

Record keeping and repayment

32. Tariff lawyers must maintain reliable, readable, and complete accounting and **timekeeping records** for each representation and duty counsel contract, and retain such records for at least five years from the date of payment of the final invoice. Timekeeping records must be kept from the outset of each contract and at the same time as the lawyer provides the legal service.
33. When billing for services using the criminal block fee tariff, lawyers must keep a record of the dates and services provided, but are not required to keep track of time. However, should extra fees be requested, LSS will consider factors such as the actual time expended on the case. Accordingly, it is recommended that lawyers keep track of their time when billing on the block tariff.
34. Tariff lawyers must maintain timekeeping records for all hourly tariffs (including CCM) accurate to the nearest 10th of an hour.
35. Timekeeping records must contain sufficient detail to enable LSS to determine:
- (1) what legal services were provided and on what date;
 - (2) the actual time spent on specific tasks; and

- (3) whether the amount billed complies with the tariff contract.

See also the definition of **timekeeping records**. (There is a blank timesheet form provided for optional use and an example of a completed timesheet in LSS Online under Resources — Forms.)

- 36. Tariff lawyers must submit additional information about the case or legal services rendered or other documentation to LSS upon request.
- 37. LSS may refuse to pay a tariff lawyer's invoices if, upon request, the tariff lawyer fails to provide, within 30 days, adequate documentation supporting the legal fees and disbursements claimed.
- 38. LSS may require repayment of any amounts paid to a tariff lawyer if:
 - (1) upon request, the tariff lawyer fails to provide, within 30 days, adequate documentation or explanation of the legal fees or disbursements that LSS paid, or
 - (2) upon review of the tariff lawyer's invoices and/or timekeeping records, LSS determines that the amount billed was inaccurate or does not comply with the tariff contract.
- 39. If the tariff lawyer fails to provide reimbursement to LSS representing the repayment amount within 30 days from the date that payment is requested, LSS may process one or more negative adjustments.

Extra legal fees and additional preparation

- 40. LSS may, at its discretion, pay further legal fees to tariff lawyers. In reviewing requests for extra fees and additional preparation hours, LSS will consider factors such as the actual time expended, legal complexity, nature of legal services rendered, importance of the matter to a reasonable client of modest means, length of proceeding, amount of court time and/or LSS funding saved by the efforts of counsel, skill and efficiency of counsel, results achieved, and available tariff budget.
 - (1) **Extra fees** may be requested at the conclusion of the case and require counsel to submit a final invoice.
 - (2) **Additional preparation** may be requested if it is recognized at the outset of the case, or during the course of the contract, that substantially more hours than permitted

under the applicable tariff will be required to complete the case. To request additional preparation, lawyers must submit an up-to-date invoice.

41. For extra fees and additional preparation requests, submit the required invoices, a tariff item authorization request via LSS Online and include documents and additional information to facilitate the request. For the criminal block fee tariff and duty counsel contracts, lawyers must also attach timekeeping records to their request. Failure to do so may affect LSS's ability to assess the request.

Alternative service providers and articulated students

42. A tariff lawyer may, without prior LSS authorization, bill LSS for legal services performed by an alternative service provider if:
- (1) the alternative service provider performed the legal services in British Columbia;
 - (2) the alternative service provider performed the legal services in accordance with the tariff contract but did not assume conduct of the case; and
 - (3) the tariff lawyer billed the legal services in accordance with the tariff contract and indicated on the invoice which legal services the alternative service provider performed.
43. Tariff lawyers may not, without prior LSS authorization, retain alternative service providers to perform legal services:
- (1) outside British Columbia, or
 - (2) where the alternative service provider wishes to bill for travel fees.

Please contact the Case Management Section for authorization.

44. Tariff lawyers must ensure that the alternative service provider:
- (1) is a member in good standing of the Law Society of British Columbia and holds a Law Society of British Columbia practising certificate;
 - (2) has a valid LSS vendor number; and
 - (3) is not subject to an LSS decision under the [Lawyer Compliance policy](#) that affects his or her eligibility to receive contracts.
45. Tariff lawyers may, without prior LSS authorization, bill LSS for legal services performed by an articulated student if:

- (1) the articulated student acts according to Law Society rules and does not act in the following:
 - (a) the role of duty counsel,
 - (b) a proceeding on an indictable offence, unless the offence is within the absolute jurisdiction of a Provincial Court judge, or
 - (c) any contested application for continuing custody;
- (2) the client consents to the articulated student providing the legal services;
- (3) the tariff lawyer bills the legal services performed by the articulated student at the Tier 1 rate (LSS will adjust the amount to 75% of the applicable tariff rate — see page 19);
- (4) the tariff lawyer indicates on the invoice which legal services the articulated student performed; and
- (5) the tariff lawyer does not bill both the articulated student's time and the lawyer's time for the same services or appearances.

Junior and co-counsel

46. LSS may authorize the appointment of junior or co-counsel, on terms LSS may determine, if the tariff lawyer submits a written request in advance to the Manager, Legal Services, indicating:
 - (1) the exceptional circumstances of the case, including complex legal and factual issues, that make junior or co-counsel necessary;
 - (2) the specific tasks junior or co-counsel will perform; and
 - (3) the name and LSS vendor number of the proposed junior or co-counsel.
47. Subject to any specific instructions LSS may provide, a lawyer authorized by LSS to act as junior counsel may bill LSS:
 - (1) for non-CCM cases,
 - (a) at 75% of the applicable tariff rate; or
 - (b) at 100% of the applicable tariff rate for legal services junior counsel provided in court when the senior counsel was not in attendance.



- (2) in CCM cases, at junior counsel tiered rates, or at the applicable rate as determined by LSS pursuant to the *Enhanced Fees and Exceptional Responsibility Premium* policy. (See page 18 for more information.)
48. A lawyer authorized by LSS to act as co-counsel may bill LSS for legal services at the applicable tariff rate. See page 18.

Change of lawyer

49. If a client changes lawyers or the tariff lawyer initiates a change of counsel, the newly appointed lawyer must:
- (1) verify that LSS has authorized a change of counsel;
 - (2) ask LSS to issue a new representation contract in his or her name and LSS vendor number; and
 - (3) advise the previous lawyer that he or she is representing the client.
50. If a client changes lawyers or the tariff lawyer initiates a change of counsel, LSS may refuse to pay the newly retained lawyer for legal fees and disbursements if:
- (1) LSS did not authorize a change of counsel; or
 - (2) the legal fees and disbursements arose before the service start date of the new representation contract.

Case cost caps

51. LSS may, at its discretion and after reasonable notice to tariff lawyers, impose case cost caps.
52. LSS may not pay any legal fees or disbursements arising after the total legal fees, or the total disbursements, paid or billable in a case exceed the applicable case cost cap.

Private billing

53. A tariff lawyer must not bill a client privately or accept funds from any source on behalf of a client on any matter related to the case specified in a representation contract without prior written authorization. To seek authorization, submit a request via LSS Online.
54. Tariff lawyers cannot privately bill clients retroactively for services provided under a legal aid representation contract.

55. With the client's consent, a tariff lawyer may enter into a private retainer with the client to continue any further services if the client is deemed by LSS to be no longer eligible for legal aid.

Costs

56. Tariff lawyers must claim costs in cases where the time spent to obtain the costs is justified by the amount recovered. This does not apply to cases where costs are waived to get a settlement. When claiming costs, tariff lawyers should ensure that they include disbursements paid by LSS. Pursuant to section 24 of the *Legal Services Society Act*, all costs awarded are assigned to LSS and must be paid to LSS upon receipt. Time spent obtaining costs may be billed as general preparation. If additional time is required, tariff lawyers must apply for authorization. Please contact the Financial Review & Collections Coordinator in the Audit and Investigation Department at helpdesk.sj@lss.bc.ca. LSS will approve additional hours if they are justified by the amount of costs recoverable.
57. LSS does not pay costs awarded against legal aid clients.

Tariff Rates Quick Reference

Tiered Rates

Please note:

- Amounts shown below are for your reference only.
- The chart below also applies for co-counsel and alternative service providers.
- The applicable rate is based on your call date, the issue date of each representation or duty counsel contract, and the tariff item. Your applicable tier rate will appear on your contract.
- The block fees listed in the Criminal Tariff are based on Tier 1 rates. When billing via LSS Online, block fees will automatically be adjusted for your applicable tier.
- Tier 2 and 3 rates do not apply where enhanced fees are paid (see below) or to legal fees related to criminal administrative or summary offences. As well, when providing criminal legal services to co-accused on the same half day, you are entitled to one additional half-fee per service provided, regardless of the number of additional clients.

Tier	Years of call	Block fees	Hourly rate	
			For service dates prior to Nov 4, 2019	For service dates on or after Nov 4, 2019
1	Less than 4 years	Amount specified in tariff item (Junior counsel: 75% of amount*)	\$83.90 (Junior counsel \$62.93)	\$104.88 (Junior counsel \$78.66)
2	4 or more years and less than 10 years	Applicable Tier 1 rate plus 5 percent	\$88.10 (Junior counsel \$66.08)	\$110.13 (Junior counsel \$82.60)
3	10 or more years	Applicable Tier 1 rate plus 10 percent	\$92.29 (Junior counsel \$69.22)	\$115.36 (Junior counsel \$86.53)

* Exception: Junior counsel receives 100% of the amount for legal services provided in court when the senior counsel was not in attendance.

Enhanced Fee Rates

The hourly rates below are for attendance and preparation.

Enhanced fees	Hourly rate	
	For service dates prior to Nov 4, 2019	For service dates on or after Nov 4, 2019
Senior counsel	\$125.00	\$156.25
Junior counsel	\$62.93 – \$83.90**	\$78.66 - \$104.88

** LSS will determine the rate after considering the junior counsel's experience, qualifications, and the tasks assigned to junior counsel in the case.

Articled students

Important: When billing the hourly rate, claim the regular Tier 1 rate shown above and LSS will adjust as necessary when processing your invoice.

Articled students	Block fees	Hourly rate	
		For service dates prior to Nov 4, 2019	For service dates on or after Nov 4, 2019
Articled students	Amount specified in tariff item	\$62.93	\$78.66