

Draft SRA Training Regulations [2011]

Part 1 – Qualification regulations

[Authority: Made on the [DD day of MM YYYY] by the Solicitors Regulation Authority Board under sections 2 and 28 of the Solicitors Act 1974 with the approval of the Legal Services Board under section 83 of, and paragraph 19 of Schedule 4 to, the Legal Services Act 2007

Date: These regulations came into force on [1 October 2011]

Replacing: The Solicitors' Training Regulations 2009

Regulating: Those people seeking to be admitted as solicitors, including students and trainee solicitors, but does not apply to those seeking admission under the SRA Qualified Lawyers Transfer Scheme Regulations [2011].]

Introduction

These regulations, together with the SRA Training Regulations [2011]: Part 2 –Training Provider Regulations and Part 3 – CPD Regulations, form the SRA Training Regulations [2011], which govern the education and training for people seeking to be admitted as *solicitors*, and those in *practice*.

Education and training underpins the regulation of *solicitors* – it ensures the creation of competent and ethical practitioners. *We* regulate and set requirements for all stages of pre-qualification training in order to give students and *trainees* the tools they need to adhere to *the Principles* when they are admitted as *solicitors*.

The Principles are all pervasive, and apply all the time. Outcomes relevant to education and training are listed beneath *the Principles*.

The following *Principles* will be of particular relevance in the context of training to be a *solicitor*.

During *your* training, upon admission and throughout *your* time as a *solicitor*, *you* must:

1. uphold the rule of law and the proper administration of justice;
2. act with integrity;
3. not allow *your* independence to be compromised;
4. act in the best interests of each *client*;
5. provide a proper standard of service to *your clients*;
6. behave in a way that maintains the trust the public places in *you* and in the provision of legal services;

7. comply with *your* legal and regulatory obligations and deal with *your* regulators and ombudsmen in an open, timely and co-operative manner;
8. run *your* business or carry out *your* role in the business effectively and in accordance with proper governance and sound financial and risk management principles;
9. run *your* business or carry out *your* role in the business in a way that encourages equality of opportunity and respect for diversity;
10. protect *client money* and *assets*.

Outcomes

The outcomes which apply to *these regulations* are that:

- *solicitors* have achieved and demonstrated a standard of competence appropriate to the work they are carrying out;
- *solicitors* have had such competence objectively assessed where appropriate;
- *solicitors* have undertaken the appropriate practical training and workplace experience
- *solicitors* are of proper *character and suitability*;
- *solicitors* have achieved an appropriate standard of written and spoken English; and
- *clients*, and the wider public, will have confidence that this has been demonstrated.

You must achieve, and where relevant continue to meet, these outcomes.

These outcomes, and the regulations that flow from them, apply to students and *trainee solicitors* – i.e. all those who are intending to become *solicitors* at any regulated stage.

1. Interpretation and definitions

Origin, and any changes

Origin: Regulation 2 of the Solicitors' Training Regulations 2009
new definitions added, existing definitions clarified

- (1) Words and phrases not expressly defined in *these regulations*, unless the context otherwise requires, bear the same meaning as they bear in the Solicitors Act 1974 and in Chapter 14 of the Solicitors' Code of Conduct [2011].

- (2) In *these regulations*:

"academic stage of training" means that stage of the training of an entrant to the *solicitors'* profession which is completed by satisfying regulation 3;

"adequate training" under a

training contract

means:

- (i) gaining at least three months' experience in each of at least three different areas of English law;
- (ii) developing skills in both contentious and non-contentious areas; and
- (iii) being given the opportunity to practise and/or observe the activities set out in the *Practice Skills Standards*;

"BSB" or "Bar Standards Board"

means the independent regulatory board of the Bar Council, responsible for regulating barristers called to the Bar in England and Wales

"certificate of enrolment"

should be construed as evidence of *student enrolment* within *these regulations*;

"certificate of satisfaction"

means a certificate or certifying letter from *us* confirming that *you* have satisfied *these regulations* and are of the proper *character and suitability* to be admitted as a *solicitor*;

"certificated learning"

means any learning that has been previously assessed and certificated by an awarding body;

"character and suitability"

has the meaning given to it in the Suitability Test;

"CPE" or "Common Professional Examination"

means a course, including assessments and examinations, approved by the *JASB* for the purposes of completing the *academic stage of training* for those who have not *satisfactorily completed a QLD*;

"Diploma in Law"

means a graduate or postgraduate diploma in law or second degree awarded by a body authorised by the *JASB* for the purposes of completing the *academic stage of training* for those who have not *satisfactorily completed a QLD*;

"Exempting Law Degree"

means a *QLD* incorporating an *LPC*, approved by *us*;

"FILEX"	means a Fellow of the Institute of Legal Executives;
"foundations of legal knowledge"	means those foundations of law the study of which is prescribed by <i>us</i> and the <i>BSB</i> through the <i>JASB</i> for the purpose of completing the <i>academic stage of training</i> by undertaking a <i>QLD</i> or <i>CPE</i> and passing the assessments and examinations set during that course;
"Integrated Course"	means a <i>Diploma in Law/CPE</i> incorporating an <i>LPC</i> , approved by <i>us</i> ;
"JASB" or "Joint Academic Stage Board"	means the joint committee of the <i>BSB</i> and the <i>SRA</i> responsible for the setting and implementation of policies in respect of the <i>academic stage</i> , and validation and review of <i>QLDs</i> and <i>CPEs</i> . It was set up pursuant to resolutions passed by <i>us</i> and by the <i>BSB</i> ;
"Justices' Clerk's Assistant"	bears the meaning contained in the Assistants to Justices' Clerks Regulations 2006;
"LPC" or "Legal Practice Course"	means a course the <i>satisfactory completion</i> of which is recognised by <i>us</i> as satisfying in part the <i>vocational stage of training</i> ;
"LPC Outcomes"	means <i>our</i> minimum educational standards that <i>LPC</i> students must meet in order to <i>satisfactorily complete</i> the course;
"mature student"	means someone who intends to undertake the <i>Diploma in Law</i> and <i>CPE</i> and who has: <ul style="list-style-type: none"> (i) considerable experience or shown exceptional ability in an academic, professional, business or administrative field; and (ii) attained such standard of general education as we may consider sufficient;
"MILEX"	means a Member of the Institute of Legal Executives;

"Practice Skills Standards"	means the standards published by <i>us</i> which set out the practice skills <i>trainees</i> will develop during the <i>training contract</i> and use when qualified;
"PSC" or "Professional Skills Course"	means a course normally completed during the <i>training contract</i> , building upon the <i>LPC</i> , providing training in Financial and Business Skills, Advocacy and Communication Skills, and Client Care and Professional Standards. <i>Satisfactory completion</i> of the <i>PSC</i> is recognised by <i>us</i> as satisfying in part the <i>vocational stage of training</i> ;
"QLD" or "qualifying law degree"	means a degree or qualification awarded by a body approved by the <i>JASB</i> for the purposes of completing the <i>academic stage of training</i> , following a course of study which includes: <ul style="list-style-type: none"> <li data-bbox="734 996 1414 1086">(i) the study of the <i>foundations of legal knowledge</i>; and <li data-bbox="734 1108 1414 1198">(ii) the passing of appropriate assessments set in those foundations;
"QLTR" or "Qualified Lawyers Transfer Regulations"	means the Qualified Lawyers Transfer Regulations 1990 and 2009;
"QLTSR" or "SRA Qualified Lawyers Transfer Scheme Regulations"	means the SRA Qualified Lawyers Transfer Scheme Regulations 2010 and [2011];
"qualifying employment"	means employment, after attaining the age of 18 years, on legal duties under the supervision of a <i>solicitor</i> ;
"satisfactory completion"	of a course or courses means: <ul style="list-style-type: none"> <li data-bbox="734 1948 1414 2038">(i) passing all the examinations and assessments required; and/or <li data-bbox="734 2060 1414 2101">(ii) where appropriate having part or parts awarded

through condonation, deemed pass, or exemption;

in order to graduate from or pass an assessable course of study, and being awarded a certificate from the course provider confirming this.

"Satisfactorily completed" should be construed accordingly;

"student enrolment"

means the process where we satisfy ourselves that a student who intends to proceed to the *vocational stage* of training has *satisfactorily completed* the *academic stage* and is of the appropriate *character and suitability*.

"Enrolment" should be construed accordingly, and

"certificate of enrolment" should be construed as evidence of *student enrolment* within *these regulations*;

"these regulations"

means the SRA Training Regulations [2011]: Part 1 – Qualification Regulations;

"trainee solicitor"

means any person receiving workplace training with the express purpose of qualification as a *solicitor*, at an authorised *training establishment*, under a *training contract*; and **"trainee"** should be construed accordingly;

"training contract"

means a written contract, complying with *these regulations*, between one or more *training establishments* and a *trainee solicitor*, setting out the terms and conditions of the workplace training that the *trainee solicitor* will receive;

"training contract record"

means an adequate record of experience a *trainee solicitor* is getting and the skills they are developing during the *training contract*;

"training establishment"

means a body, *firm*, company, in-house *practice* or individual authorised by *us* under the SRA Training Regulations [2011]: Part 2 – Training Provider Regulations to take and train a *trainee solicitor*;

"training principal"

means any *solicitor* who:

- (i) holds a current practising certificate;

- (ii) has held immediately prior to a current practising certificate four consecutive practising certificates;
- (iii) is nominated by a *training establishment* as such;
- (iv) is a *partner, manager, director, owner*, or has equivalent seniority and/or managerial status; and
- (v) has undertaken such training as we may prescribe;

and for the purposes of (ii) above a *solicitor* who has been an *REL* for a continuous period before their admission as a *solicitor* can use each complete year of registration as the equivalent of having held one practising certificate;

"unadmitted person"

means a person who:

- (i) holds a current *certificate of enrolment*;
- (ii) is serving under a *training contract*; or
- (iii) has completed any part or all of the *vocational stage of training*, in accordance with regulations 16 to 33, but does not hold a current *certificate of student enrolment*;

but who has not been admitted as a *solicitor*;

"us" and "we"

means the *SRA*, and "**our**" should be construed accordingly;

"vocational stage of training"

means that stage of the training of an entrant to the *solicitors'* profession which is completed by:

- (i)
 - (a) *satisfactory completion* of an *LPC*; or
 - (b) *satisfactory completion* of an *Exempting Law Degree* or *Integrated Course*; and

- (ii) subject to regulations 31, 32 and 33, serving under

a *training contract*, and

(iii) *satisfactory completion* of a *PSC* and such other course or courses as we may from time to time prescribe;

"you"

means any person intending to be a *solicitor*, other than those seeking admission under the *QLTSR*, and **"your"** should be construed accordingly.

2. Compliance with *these regulations*

Origin, and any changes

Origin: Regulation 3 of the Solicitors' Training Regulations 2009

We have clarified the steps needed to become admitted.

You must have:

- (i) *satisfactorily completed* the *academic stage*;
- (ii) *satisfactorily completed* the *vocational stage*; and
- (iii) otherwise complied with *these regulations*;

to be admitted as a *solicitor*.

The *academic stage of training*

3. Completion of the *academic stage*

Origin, and any changes

Origin: Regulation 6 of the Solicitors' Training Regulations 2009

Regulation 3(5) below is new and clarifies that in some instances part-time study *training contracts* can commence before completing the *academic stage* without breaching regulation 3(3).

- (1) You can satisfy the *academic stage of training* by *satisfactorily completing*:
 - (i) a *QLD*;
 - (ii) a *CPE*;

- (iii) a *Diploma in Law*, or
- (iv) an *Exempting Law Degree* or *Integrated Course*.

- (2) In exceptional circumstances we may accept such other evidence of academic ability as we think fit as equivalent to completion of the *academic stage* for the purposes of regulation 3(1) if you complete a course of study for one of the qualifications referred to in that regulation.
- (3) Notwithstanding regulation 3(5), if you fall under regulation 3(1) you must obtain a certificate from us within the prescribed time limit confirming that you have satisfied the *academic stage* before proceeding to the *vocational stage*.
- (4) If you are studying an *Exempting Law Degree* or *Integrated Course* you must obtain a certificate confirming that you have satisfied the *academic stage* by virtue of regulation 3(1)(iv) from us within the prescribed time limit before you enter into a *training contract*.
- (5) If you enter into a part-time study *training contract* under regulation 23 whilst studying a course under regulation 3(1), you are not required to obtain a certificate of completion of the *academic stage* before commencing work under that contract. You must obtain a certificate of completion from us before you are admitted.

Guidance note

The Joint Statement on Qualifying Law Degrees (PDF 51K), prepared jointly by the SRA and the BSB, sets out the conditions a law degree course must meet in order to be termed a *QLD*.

The JASB is responsible for the setting and implementation of policies for the *academic stage*, as well as validation and review of *QLDs*, *Diplomas in Law*, and *CPEs*. The JASB's policies, as well as those of the SRA and BSB, are contained in the Joint Academic Stage Handbook (PDF 3.7MB) [[link: http://www.barstandardsboard.org.uk/assets/documents /Joint%20Academic%20Stage%20Handbook%20180510.pdf](http://www.barstandardsboard.org.uk/assets/documents/Joint%20Academic%20Stage%20Handbook%20180510.pdf)].

4. Certificates of completion of the *academic stage*

Origin, and any changes

Origin: Regulation 7(1)-(3) of the Solicitors' Training Regulations 2009

- (1) If regulation 3(1) applies to you, you must apply to us for a certificate of completion and lodge such evidence as we may require.

- (2) We will not grant a certificate of completion on an application made later than seven years after 1 October in the year in which *you satisfactorily completed a QLD, Diploma in law or a CPE* unless we are satisfied that:
- (i) special reasons exist for granting the certificate; and
 - (ii) *you* have complied with such requirements as to courses of study, written tests or otherwise as we may have imposed as a condition of granting the certificate.
- (3) Subject to regulation 4(2), if we are satisfied that *you* have *satisfactorily completed a QLD, a Diploma in Law or a CPE*, we will issue a certificate stating that *you* have completed the *academic stage of training*.
- (4) If we refuse *your* application for a certificate in respect of a degree or diploma, we may accept *your* degree or diploma as entitling *you* to take a *CPE* under regulations 6 and 8.

5. Validity periods of certificates of completion of the *academic stage*

Origin, and any changes

Origin: Regulation 7(4), (5) of the Solicitors' Training Regulations 2009

We have added our existing discretion to re-validate expired certificates as guidance.

- (1) A certificate remains in force for seven years after 1 October in the year in which *you satisfactorily completed a QLD, Diploma in law or a CPE*.
- (2) If *you* wish to qualify as a *solicitor* and *your* certificate of completion of the *academic stage* has expired, *you* must *satisfactorily complete* the full *CPE*.

Guidance note

We have the discretion to revalidate expired certificates of completion of the *academic stage* if we are satisfied that *you* have undertaken ongoing legal updating. This may include active engagement in legal work or a role as a legal educator throughout the period after completing the *QLD, Diploma in Law or CPE*. We are unlikely to exercise this discretion if *your* qualifications are more than ten years old.

6. Eligibility to attempt a *CPE*

Origin, and any changes

Origin: Regulation 9 of the Solicitors' Training Regulations 2009

We have changed the criteria for mature students' eligibility for CPE by removing the unjustifiable age limit as well as the additional check of character and suitability and the English language requirement. The latter two are assessed directly or indirectly at later stages of the qualification process.

We have removed the unjustifiable age limit for Magisterial Law certificate holders.

- (1) To be eligible to attempt a *CPE*, *you* must:
 - (i) hold a degree (other than an honorary degree) conferred by an institution in England and Wales empowered by the Privy Council to award degrees or by a university in the *UK* or the Republic of Ireland or by the Council for National Academic Awards before its dissolution on 31 March 1993 or a licence awarded by the University College of Buckingham before that college was granted university status;
 - (ii) hold a degree (other than an honorary degree) conferred by a university outside the *UK* and the Republic of Ireland which we consider to be of a standard at least equivalent to that of a degree conferred by a university in the *UK*;
 - (iii) be accepted by *us* as a *mature student*;
 - (iv) be a *FILEX*;
 - (v) be a *MILEX* who has at least three years' *qualifying employment*;
 - (vi) hold such qualification in Magisterial Law awarded after *satisfactory completion* of a relevant course as we recognise from time to time;
 - (vii) have attained such academic and vocational qualifications as we consider to be equivalent to a first degree under regulation 6 (1)(i); or
 - (viii) be directed to pass the *CPE* by *us* due to expiration of the certificate of completion of the *academic stage* under regulation 5(2).

- (2) In exceptional circumstances we may accept such other evidence of academic eligibility as we think fit if *you* have completed a course of study for a degree at an institution referred to in regulation 6(1)(i) or (ii) but have not graduated.

7. Exemption from a part or parts of a *CPE*

Origin, and any changes

Origin: Regulation 10 of the Solicitors' Training Regulations 2009

Origin: guidance paragraph 3.4 of Completing the academic stage of training guidance

- (1) *You* may apply to *us* for an exemption from any of the *foundations of legal knowledge* and the other area of legal study in a *CPE* if *you* have passed corresponding subjects within a degree programme, subject to the restrictions in regulation 7(4).
- (2) *We* may grant an exemption if *we* are satisfied that *you* have passed any assessments and examinations in any of the *foundations of legal knowledge* or other area of legal study approved by *us* as being substantially equivalent to the *CPE* areas/subjects from which *you* seek exemption.
- (3) If *you* are a *FILEX* or *MILEX*, *you* can claim full or partial exemption from the *CPE* if *you* have passed corresponding papers in the level six membership examinations. Exemptions cannot be claimed if *you* have obtained exemption from *ILEX* membership examinations by:
 - (i) having passed corresponding subjects as part of a failed *QLD*; or
 - (ii) having passed corresponding law papers in a law degree that is not a *QLD* because it was not completed within the maximum time period.
- (4) *You* can only apply for exemptions from four or more *CPE* subjects. Exemptions will only be considered if the degree has been awarded, irrespective of whether individual law subjects have been passed.
- (5) If *you* have passed three or fewer subjects, *you* cannot apply for an exemption and must complete the *CPE* in full.

Guidance note

Regulations 7(4) and (5) mean that *you* can either apply for exemptions from:

- four *foundations of legal knowledge* subjects;
- three of the *foundations of legal knowledge* and one further area of legal study; or
- more than four subjects.

- (6) If *we* are satisfied that *you* are entitled to be granted exemption from any of the *foundations of legal knowledge* or the one other area of legal study in a *CPE*, *we* may issue a Certificate of

Exemption stating any *foundation* or *foundations of legal knowledge* and the one other area of legal study which *you* must pass in order to complete a *CPE*.

- (7) If *you* are taking only one or two *CPE* subjects as a result of an *SRA* exemption, *you* must begin *your* studies no later than 1 October of the year prior to the year in which *you* attempt the examinations and assessments.

Guidance note

You can apply for a *CPE* exemption on this website.

8. Attending a *CPE*

Origin, and any changes

Origin: Regulation 11 of the Solicitors' Training Regulations 2009

You can only attend a *CPE* if *you* have satisfied a *JASB*-approved *CPE* provider that *your* qualifications are within the categories contained in regulation 6(1)(i) to (vii), or that regulation 6 (1)(viii) or (2) applies to *you*.

9. Compliance with regulations relating to a *CPE*

Origin, and any changes

Origin: Regulation 12 of the Solicitors' Training Regulations 2009

If *you* attend a *CPE* *you* must comply with any rules or regulations approved by the *JASB* and those of the *CPE* provider in force at that time.

10. Transfer between *CPE* providers

Origin, and any changes

Origin: guidance paragraph 3.4 of Completing the academic stage of training guidance (PDF 183K, 23 pages)

You are required to complete the *CPE* with one provider. If, for exceptional circumstances, *you* need to transfer from one provider to another, *you* must apply to *us* providing such evidence as *we* may require.

Guidance note

You can apply for transfers between *CPE* providers on this website.

11. Commencing the *vocational stage of training*

Origin, and any changes

Origin: Regulation 13 of the Solicitors' Training Regulations 2009

This regulation has been simplified and the elements of the vocational stage are now explained as a defined term.

You may not commence the *vocational stage of training* before *satisfactorily completing* the *academic stage of training*, unless you are studying an *Integrated Course* or *Exempting Law Degree* or you enter into a part-time study *training contract* in accordance with regulation 23.

Student enrolment

12. Requirement to obtain *certificates of enrolment*

Origin, and any changes

Origin: Regulation 4 of the Solicitors' Training Regulations 2009

We have changed the point at which Exempting Law Degree students must apply for student enrolment from the end of year 1 to the end of year 2. This is because such students typically do not decide to undergo the LPC element until the later point.

You must hold a current *certificate of enrolment* before any of these stages:

- (i) commencing year three of an *Exempting Law Degree*;
- (ii) attending an *LPC*;
- (iii) attending an *Integrated Course*;
- (iv) serving under a *training contract*.

13. Applying for *student enrolment*

Origin, and any changes

Origin: Regulation 5(1) and 5(2) of the Solicitors' Training Regulations 2009

- (1) We will only issue a *certificate of enrolment* if we are satisfied:
 - (i) as to *your character and suitability* to become a *solicitor*; and
 - (ii) that *you* have a good knowledge of spoken and written English.

- (2) We may require *you* to attend before an adjudicator, adjudication panel or committee as appointed by *us* to consider any issues that arise from *your* application.

14. Validity of *student enrolment*

Origin, and any changes

Origin: Regulation 5(7) of the Solicitors' Training Regulations 2009

We have changed the validity period of certificates of student enrolment as a four-year re-enrolment cycle is more proportionate than an annual requirement.

- (1) A first *certificate of enrolment* is valid for the remainder of the calendar year in which *your* application is made plus another four years, as specified in the certificate.

- (2) Any other *certificate of enrolment* is valid for four years from the date of issue.

- (3) Notwithstanding regulations 14(1) and (2), a *certificate of enrolment* which is in force when *you* commence a *training contract* shall remain valid for the duration of that *training contract*.

15. Refusal of *student enrolment* applications, and appeals

Origin, and any changes

Origin: Regulation 5(3)-(6) of the Solicitors' Training Regulations 2009

- (1) We may refuse to issue a *certificate of enrolment*. If we do, we must notify *you* in writing, giving reasons for *our* decision.

- (2) If we refuse to issue a *certificate of enrolment* *you* may, within one month of receiving notification from *us* of *our* decision, ask for *your* application to be reviewed.

- (3) If *you* have been refused *student enrolment* under regulation 15(1) *you* have the right under regulation 2 of the SRA Admission Regulations [2011] to appeal to the High Court within three months of receiving notification from *us* of *our* decision on a review under regulation 15(2).

- (4) You may make up to three further applications for *enrolment* after intervals of not less than 12 months from the final determination of *your* previous application.

LPC

16. Completion of the LPC

Origin, and any changes

Origin: Regulation 13(1), (3) of the Solicitors' Training Regulations 2009

You must have *satisfactorily completed* the *LPC* to be admitted as a *solicitor*.

Guidance note

The following modes of studying the *LPC* are approved by us:

- (i) full-time mode (over one academic year); or
- (ii) part-time mode (over two academic years); or
- (iii) distance learning; or
- (iv) any other mode of delivery as approved by *us*.

The *LPC*, as of 2010, consists of:

- (i) Stage 1 - Core subjects; and
- (ii) Stage 2 - Elective subjects.

Prior to this, the core and elective elements of the *LPC* were integrated. Some courses operated under *our* new requirements from the academic year starting in 2009, while others running at the same time operated under *our* old requirements.

Regardless of the requirements in force at the time, when *these regulations* say *LPC*, we mean the course as a whole including both elective and core subjects.

17. Course requirements

Origin, and any changes

Origin: LPC Information Pack (PDF 426K, 103 pages)

- (1) *You* must meet the *LPC Outcomes*, or where applicable any other *LPC* written standards in force at that time, in order to *satisfactorily complete* the course.
- (2) *You* must complete all Stage 1 assessments with one authorised provider. Stage 2 assessments can be taken with one or more different providers.
- (3) To complete the full *LPC* *you* must successfully complete all assessments in any time limit we may specify. If *you* do not pass all Stage 2 assessments within such time limit, then *you* must begin both Stages 1 and 2 again.
- (4) *You* are allowed three attempts at any Stage 1 assessment. If *you* are unsuccessful on the third attempt at a Stage 1 assessment, *you* will fail Stage 1 overall and all assessments must be retaken.
- (5) *You* are allowed three attempts at any Stage 2 assessment. If *you* fail a Stage 2 assessment for the third time, *you* will only be deemed to have failed that particular elective, not Stage 2 or the *LPC* overall. *You* can either re-enrol on the course for that particular elective or start a fresh elective.

Guidance note

Regulation 17 is relevant to *LPCs* approved under the SRA's Information for providers of Legal Practice Courses only. The requirements in place for pre-2009 *LPCs* apply if *you* studied such a course. These are available from *your* course provider.

The *LPC Outcomes* are non-negotiable. If *you* have a disability within the meaning of the Equality Act 2010, *you* can apply to the provider for reasonable adjustments to be made to their assessment methods, but *you* must demonstrate the standards in order to *satisfactorily complete* the course.

18. Exemptions from attendance

Origin, and any changes

New regulation: the *LPC* exemptions policy has recently been subject to consultation. This regulation may alter in light of responses to that consultation.

- (1) *You* are entitled to apply to *us* for an exemption from the requirement to attend part or parts of an *LPC*, based around accreditation of prior *certificated learning*. Only *certificated learning*, not experiential learning, will be acceptable.

- (2) We will only consider giving exemptions based on *certificated learning* undertaken on courses regulated by other *approved regulators* as defined in the *LSA*.
- (3) The qualifications which are to be relied upon for such exemptions must have been awarded within the five years previous to the date of application to *us*.
- (4) Exemptions will only be permitted where *certificated learning* maps against an entire *LPC* module, which must be available at the *LPC* provider in question.
- (5) The professional qualification *you* rely upon for *your* exemption application will also need to be at the same level as that of the *LPC*.
- (6) Exemptions apply to attendance only. If an exemption from attendance is awarded, *you* will be required to pass all *LPC* assessments in order to *satisfactorily complete* the course.

The *training contract*

19. Purpose of the *training contract*

Origin, and any changes

Origin: Regulation 13(1) of the Solicitors' Training Regulations 2009

Unless *you* are exempt under regulations 31 and 33, *you* cannot be admitted as a *solicitor* unless *we* are satisfied that *you* have received *adequate training* under a *training contract*. Provision of training under a *training contract* must focus on giving experience which will enable *you* to meet the *Practice Skills Standards*.

Guidance note

We recommend that *you* also read and become familiar with the requirements of *training establishments* contained within the SRA Training Regulations [2011]: Part 2 – Training Provider Regulations.

The time *you* will spend working under the supervision of a *solicitor* will develop *your* understanding of legal *practice* and of the responsibilities *you* will have when admitted.

At *your training establishment*, there will be a *training principal* and supervisor. *You* will need to talk with them to understand how *your* learning will be structured and supported. Any queries or problems relating to *your* training should be discussed with *your training principal* in the first instance.

20. Types and terms of *training contracts*

Origin, and any changes

Origin: Regulation 20 of the Solicitors' Training Regulations 2009

We have clarified that time not served under a training contract due to absences of over four months may result in an extension to the term of the contract.

- (1) There are three types of *training contract*.
 - (i) full-time;
 - (ii) part-time; and
 - (iii) part-time study.

- (2) Subject to regulations 22 and 23, and regulation 7 of the SRA Training Regulations [2011]: Part 2 – Training Provider Regulations, the time to be served under a *training contract* is two years. The *training contract* may be extended if additional time is needed to:
 - (i) meet the *Practice Skills Standards*;
 - (ii) *satisfactorily complete* any outstanding qualifications; and/or
 - (iii) make up for time not served in the capacity of a *trainee solicitor* in excess of the allowances made in regulation 13 of the SRA Training Regulations [2011] Part 2 – Training Provider Regulations due to authorised absence of four months or over.

Guidance note

Regulation 7 of the SRA Training Regulations [2011]: Part 2 – Training Provider Regulations allows a *training principal* to recognise previous experience that is equivalent to a period of service under a *training contract* and reduce the term accordingly.

21. Full-time *training contract*

Origin, and any changes

Origin: Regulation 20(2) of the Solicitors' Training Regulations 2009

We have added new guidance to clarify when a training contract can be registered if undertaking an accelerated LPC.

The full-time *training contract* must only be commenced if:

- (i) *you have satisfactorily completed the LPC;*
- (ii) *you will be working full-time; and*
- (iii) *we are satisfied that adequate training can be given.*

Guidance note

Where *you* have passed Stage 1 of the *LPC*, and have taken the examinations in relation to Stage 2 but have not yet received the results, it is not a breach of regulation 21 for *you* to commence a *training contract* and for that *training contract* to be registered. In such a case:

- obtaining the results of Stage 2 and passing is a condition of completing *your training contract*;
- if *you* fail to pass any Stage 2 assessment, re-assessment during the period of *your training contract* may take place in line with the assessment requirements in the *LPC Information Pack*, but it is open to *your training establishment* to submit an application to *us* to terminate *your training contract*;
- should *you* not pass Stage 2 before the end of *your training contract*, *your training establishment* will apply to *us* for termination of *your training contract*.

22. Part-time *training contract*

Origin, and any changes

Origin: Regulation 20(2) of the Solicitors' Training Regulations 2009, Training Trainee Solicitors (PDF 166K)

We have expanded and clarified the part-time training contract requirements.

The part-time *training contract* must only be commenced if:

- (i) *you have satisfactorily completed the LPC;*
- (ii) *you will be working part-time;*
- (iii) *you will be working no less than two and a half days per week (or the equivalent), therefore the total time spent training will not exceed four years;*
- (iv) *the total period of service is no less than would be served if you were in full-time employment and receiving training under a two year full-time training contract; and*

- (v) we are satisfied that *adequate training* can be given.

Guidance note

The guidance note that appears below regulation 21 is also applicable to part-time *training contracts*.

The total length of time spent in the part-time *training contract* depends on the usual number of days and hours *you* work each week (not including overtime or weekend work). The full-time *training contract*, if *you* were to work five days per week, seven hours per day, is for two years (or 730 days). For example, if *you* work:

- two and a half days per week, the period is four years (1,460 days)
- three days per week, the period is three years and four months (1,216 days)
- four days per week, the period is two years and six months (913 days).

The above examples are based around working seven hours per day. If *you* work five days per week but at reduced hours, your total time spent training will be calculated accordingly.

23. Part-time study *training contract*

Origin, and any changes

Origin: Regulation 20(2) of the Solicitors' Training Regulations 2009, Training Trainee Solicitors (PDF 166K)

We have expanded and clarified the part-time study training contract requirements.

- (1) The part-time study *training contract* can only be commenced if:
- (i) *you* follow an *LPC* or an *Integrated Course*, or a course leading to a *CPE, QLD, Exempting Law Degree*, or *Diploma in Law* on a part-time basis;
 - (ii) *you* are serving as a *trainee* on a full-time basis at the same time as studying;
 - (iii) the total period of service is no less than would be served if *you* were in full-time employment and receiving training under a two year full-time *training contract*; and
 - (iv) we are satisfied that *adequate training* can be given.
- (2) The following conditions apply to part-time study *training contracts*:

- (i) if you fail the *LPC* whilst serving under a part-time study *training contract*, you will not be allowed to qualify until you have *satisfactorily completed* both stages of the *LPC* within any time limit we may specify for the course;
- (ii) they usually run for two calendar years from the start of the course, and counts as one year towards the *training contract*. *Training contracts* that start after commencement of the course will run from that date until the date that is two calendar years after the course commencement date;
- (iii) the training is counted at half-equivalence.

Guidance note

On a part-time study *training contract*, the study is the only element that can be part-time.

The part-time study *training contract* normally lasts between three and four years.

You can work and, at the same time, study:

- the last two years of a part-time *QLD*;
- the part-time *CPE*; or
- the part-time *LPC*.

A part-time study *training contract* is normally for two calendar years from the start date of the part-time course. However, you may commence a part-time study *training contract* part way through a course.

The options for part-time study *training contracts* are as follows:

- the final two years of a part-time *QLD* followed by a two-year part-time *LPC*;
- a two-year part-time *CPE* or *Diploma in Law* followed by a two-year part-time *LPC*; or
- a two-year part-time *LPC* followed by one year in a full-time *training contract*.

It is also possible to undertake a part-time study *training contract* during a part-time *LPC* and then do a part-time *training contract*.

If you complete the *training contract* before you have satisfied the study element, you will be able to extend the term of the *training contract* in order to do so.

24. Registration of a *training contract*

Origin, and any changes

Origin: Regulation 22 of the Solicitors' Training Regulations 2009

We have clarified the existing time limits for signing and registering training contracts.

- (1) The *training principal* and *you* must sign the *training contract* within three months of the date that *you* start work in the capacity of a *trainee*. *Your training establishment* must register the *training contract* with *us* within one month of it being signed.
- (2) *You* must ensure that *you* have received confirmation from *us* that it has been registered.
- (3) The *training contract* cannot be amended without *our* prior approval.

Guidance note

Failure to register the *training contract* could mean that not all of the time will count, and *your* admission to the roll could be delayed.

In accordance with regulation 6(g) of the SRA Training Regulations [2011]: Part 2 – Training Provider Regulations, we will not register a *training contract* if *you* are paid a salary less than *our* prescribed minimum, which we review each year and may change. We will allow the cash value of benefits against the minimum salary.

25. Duties under the *training contract*

Origin, and any changes

Origin: standard training contract

You must keep a *training contract record*, detailing the work *you* have done, the skills *you* have gained and what *you* have learnt.

26. Absences from work during a *training contract*

Origin, and any changes

Origin: Regulation 23 of the Solicitors' Training Regulations 2009, Training Trainee Solicitors (PDF 167K)
- page 8

- (1) During the period of *your training contract* *you* are entitled to have absences from work for:
 - (i) attendance at all required elements of a *PSC*;

- (ii) annual leave, for a minimum of 20 days and a maximum of 25 days;
 - (iii) training with the reserve forces;
 - (iv) up to 20 days of uncertified sick leave; and
 - (v) any other reason required by law.
- (2) *Your training contract* will have to be extended with the *training establishment's* consent if *you* are absent from work for a total of over four months during the term of *your training contract*.

Guidance note

Your training establishment will need to apply to *us* for such an extension.

For the purpose of regulation 26(1)(v), 'any other reason required by law' includes, but is not limited to:

- long term illness;
- maternity leave;
- paternity leave; or
- unpaid leave.

27. Termination of a *training contract*

Origin, and any changes

Origin: Regulation 24 of the Solicitors' Training Regulations 2009 and Regulations 25(3) and (4) of the Solicitors' Training Regulations 2009

New regulation: we have clarified the circumstances under which training contracts may be terminated, in line with recent case law.

- (1) If *we* are satisfied that any *training contract* ought to be terminated *we* may order its termination on such terms as *we* may determine, whether or not an application is made by either party.
- (2) An application to terminate *your training contract* may also be made by either party for the following reasons:
- (i) mutual agreement, completing an application to register the transfer or termination of a *training contract*. The *training principal* certifies that *you* have satisfied the period of

training, and are of suitable character to become a *solicitor*, up to that date;

- (ii) a cancellation clause, where the *training contract* is conditional on *you* passing the *CPE* and/or the *LPC* and *you* do not pass; or
 - (iii) an application to *us* by either party arising from training-related problems that cannot be resolved internally.
- (3) Unless there are other justifiable reasons to do so, *we* will only terminate *your training contract* if:
- (i) *your training contract* is conditional on *you* passing any of the *academic stages* of qualification or the *LPC*, and *you* do not pass;
 - (ii) *your* conduct is unacceptable;
 - (iii) *you* are incapable of meeting the *Practice Skills Standards*; or
 - (iv) the *training establishment* business closes or changes so much that it is not possible to properly train *you*.

Guidance note

Applications to terminate training contracts are made through *our* website – www.sra.org.uk.

We encourage *training principals* and *trainees* to resolve issues internally, before approaching *us*. *We* are unable to determine employment law matters or to give legal advice upon contractual matters – *you* should seek independent legal advice.

- (4) If for any reason *we* are not satisfied that *adequate training* is being given then *we* may:
- (i) declare that a *training establishment* ceases to be such;
 - (ii) prohibit a *training establishment* from taking any or more than a specified number of *trainee solicitors* for such period as *we* may determine or until otherwise determined by *us*;
 - (iii) impose any other conditions upon the *training establishment* which *we* consider appropriate;
 - (iv) terminate the *training contract* on such terms as *we* may determine;

- (v) direct that all or any part of the period *you* have served shall not count as service under a *training contract*;
 - (vi) direct that *you* shall serve such further period under a *training contract* or receive such further training for such further period and in such form as *we* require;
 - (vii) direct that a *training principal* undertake such training as *we* require; and/or
 - (viii) take such other action as *we* may consider necessary or appropriate.
- (5) If *you* or *your training establishment* are aggrieved by any decision made under regulation 27(1) *you* or *your training establishment* may apply for review of it within one month of receiving written notification.
- (6) A review under regulation 27(5) shall be heard by such body or committee as *we* may determine, not being the body or committee which made the decision that is subject to review.

28. Conciliation procedure

Origin, and any changes

Origin: Regulation 26 of the Solicitors' Training Regulations 2009

- (1) If *you* or *your training establishment* is in dispute about any matter arising from *your* service under a *training contract*, either party may refer the matter to *us* and *we* shall endeavour to resolve the dispute.
- (2) *We* may appoint any person to act as conciliator in respect of a dispute between *you* and *your training establishment*.
- (3) If *we* are unable to resolve a dispute between *you* and *your training establishment* and *we* are satisfied that the *training contract* ought to be terminated, *we* may order its termination on such terms as *we* may determine.
- (4) If *you* or *your training establishment* are aggrieved by any decision made under regulation 28(3), *you* may apply for review of it in accordance with regulations 27(5) and (6).

Guidance note

We are unable to determine employment law matters or to give legal advice upon contractual matters. *You* are advised to seek independent legal advice.

When a *training contract* is terminated in accordance with regulation 27, the contract of employment will also fall away. There is no duality of contracts, despite the fact that several pieces of contractual documentation may exist.

29. Adequate training under a training contract

Origin, and any changes

Origin: Regulation 27 of the Solicitors' Training Regulations 2009

- (1) If *you* are required to serve under a *training contract*, *you* will only be admitted when *we* are satisfied that *you* have received *adequate training* in accordance with the terms of a *training contract*.
- (2) *Your training establishment* must certify to *us* that they are satisfied that *adequate training* has been given and must submit such documentation as *we* may require.
- (3) If *we* are satisfied that *you*:
 - (i) have received *adequate training*; and
 - (ii) are of the proper *character and suitability*;then *we* will issue a *certificate of satisfaction*.
- (4) If *we* are not satisfied that *you* have received *adequate training* *we* may refuse to complete the admissions process until *you* have satisfactorily completed such further training as *we* may direct.

Guidance note

Any previous experience recognised by *your training establishment* to reduce the term of *your training contract* can count towards these requirements.

The PSC

30. Requirement to complete the PSC

Origin, and any changes

Origin: Regulation 30 of the Solicitors' Training Regulations 2009

New regulation and guidance: incorporating new guidance on when individuals going through accelerated LPCs can attempt the PSC.

New regulation: moving current requirement on when Client Care module can be completed from guidance.

- (1) Subject to the *QLTR* and/or *QLTSR*, *you* cannot be admitted as a *solicitor* unless *you* have *satisfactorily completed a PSC*.
- (2) *You* may only attend a *PSC*:
 - (i) after *you* have completed all *LPC* assessments and during the *training contract*, or
 - (ii) if *you* are a *FILEX* who is not required to serve under a *training contract* by virtue of regulation 31.
- (3) If *you* are a *trainee solicitor*, *you* cannot complete the Client Care and Professional Standards module of the *PSC* until *you* have served at least six months' full-time or equivalent of *your training contract*.

Guidance note

If *you* commence a *training contract* as described in the guidance note to regulation 21, *you* may commence a *PSC* at the beginning of *your training contract*, and before *you* have received *your LPC* Stage 2 results.

This is on the basis that subsequently obtaining the results of Stage 2 of the *LPC* and passing is a condition of *satisfactory completion* of the *PSC*.

We will also recognise *satisfactory completion* of the *PSC* if *you* initially fail Stage 2 of the *LPC*, but are continuing in *your training contract* as described in the guidance note to regulation 21.

The *FILEX*, *MILEX* and Justices' Clerks' Assistants routes

31. *FILEX* route

Origin, and any changes

Origin: Regulation 28 of the Solicitors' Training Regulations 2009

If *you* are a *FILEX* who has:

- (i) satisfied *us* that *you* have *satisfactorily completed* the *academic stage* under regulations 7(3) and/or 3(1)(ii) where relevant; and
- (ii) *satisfactorily completed* an *LPC* or an *Integrated Course*; and
- (iii) either:
 - (a) before attending that course *you* have been continuously engaged as a *FILEX* in the practice of the law since qualifying as a *FILEX*; or
 - (b) satisfied *us* that, although the requirements of (a) are not met, *you* have experience in the practice of the law since qualifying as a *FILEX* that is sufficiently recent to justify *you* not being required to serve under a *training contract*; and
- (iv) *satisfactorily completed* the *PSC*;

you are not required to serve under a *training contract*.

32. MILEX route

Origin, and any changes

Origin: Regulation 28 of the Solicitors' Training Regulations 2009

If *you* are a *MILEX* who has:

- (i) three years' *qualifying employment*;
- (ii) satisfied *us* that *you* have *satisfactorily completed* the *academic stage* under regulations 7(3) and/or 3(1)(ii) where relevant; and
- (iii) *satisfactorily completed* an *LPC* or an *Integrated Course*;

you must serve under a *training contract* and *satisfactorily complete* the *PSC*.

33. Justices' Clerks' Assistants route

Origin, and any changes

Origin: Regulation 29 of the Solicitors' Training Regulations 2009

If *you* are employed as a *Justices' Clerk's Assistant* who has:

- (i) satisfied *us* that *you* have *satisfactorily completed* the *academic stage* under regulation 3;
- (ii) *satisfactorily completed* an *LPC* or an *Integrated Course*;
- (iii) before attending that course *you* have served at least five years out of the last 10 in the Magistrates' Courts Service as a *Justices' Clerk's Assistant*; and
- (iv) *satisfactorily completed* the *PSC*;

you are not required to serve under a *training contract*.

Character and suitability of prospective solicitors

34. Misbehaviour of a prospective solicitor

Origin, and any changes

Origin: Regulation 31 of the Solicitors' Training Regulations 2009

- (1) If *you* are an *unadmitted person*, and at any time *we* are not satisfied as to *your character and suitability* to become a *solicitor* *we* may on such terms as *we* may determine:
 - (i) cancel *student enrolment*,
 - (ii) prohibit entry into a *training contract*,
 - (iii) refuse to register a *training contract*,
 - (iv) terminate a *training contract*,
 - (v) prohibit attendance at a *LPC* or an *Integrated Course/Exempting Law Degree*;
 - (vi) prohibit attendance at a *PSC*.
- (2) If *we* impose a prohibition or other sanction under regulation 34(1) *you* may, within one month of receiving notification of *our* decision, ask for the matter to be reviewed.
- (3) *You* have the right under regulation 3 of the SRA Admission Regulations [2011] to appeal to the High Court within three months of receiving notification of *our* decision on a review under regulation 34(2).
- (4) *You* may make up to three applications to *us* to remove the prohibition or other sanction after

intervals of not less than 12 months from the final determination as to the imposition of the prohibition or sanction, or from the final determination of *your* previous application for review, as the case may be.

- (5) *You* have the right under regulation 3 of the SRA Admission Regulations [2011] to appeal to the High Court within three months of receiving notification of *our* decision on an application under regulation 34(4) for the removal of a prohibition or sanction.

35. Disclosure of *character and suitability* issues

Origin, and any changes

Origin: "You and your training contract (PDF 50k, 4 pages)"

We have made the responsibility to report/disclose character and suitability matters a regulatory requirement.

- (1) To be enrolled as a student, *you* must report to *us* any matters that may affect *your* suitability to be admitted as a *solicitor*.
- (2) *You* must also report to *us* any matters that may affect *your* suitability to be admitted during the period of *your student enrolment* and *training contract*.
- (3) At the end of *your training contract*, *you* and *your training principal* must also certify that there are no circumstances that may affect *your character and suitability* to become a *solicitor*, such as criminal convictions.
- (4) Failure to report *character and suitability* issues at the stages described in regulations 35(1), (2), and (3) will be regarded as a serious breach of *our* admission requirements and may result in *your* application for admission being refused.

Guidance note

Matters that may affect *your* suitability to be admitted as a *solicitor* will include (but are not limited to) criminal convictions, police cautions, reprimands and final warnings together with financial problems such as bankruptcy or entering into voluntary arrangements, and academic offences including plagiarism. *You* should read the Suitability Test for our requirements on *character and suitability*.

36. Criminal Records Bureau disclosures

Origin, and any changes

Origin: "You and your training contract (PDF 50k, 4 pages)"

You must apply for a standard disclosure from the Criminal Records Bureau (CRB) before admission. You must complete the application form strictly according to the guidance given.

Guidance note

We will send *you* an application form and detailed guidance to apply for a CRB disclosure approximately 12 weeks before *you* are expected to complete *your training contract*. Incomplete or incorrectly completed forms will be returned and delays to admission will result.

General

37. Waiver of regulations

Origin, and any changes

Origin: Regulation 42 of the Solicitors' Training Regulations 2009

In any particular case we have the power to waive in writing any of the provisions of *these regulations* and to revoke such waiver.

38. Forms and fees

Origin, and any changes

Origin: Regulation 43 of the Solicitors' Training Regulations 2009

- (1) Any application made or notice given to *us* must be in the prescribed form and accompanied by the prescribed fee.
- (2) If *we* have not prescribed a form for such an application or notice, it must be in writing, signed by *you* or the person giving it, and it must give such information as is necessary to enable *us* to deal with the application or to comply with the regulation under which the notice is given.
- (3) *We* may require *you* or the person giving notice to provide any further information *we* consider necessary.
- (4) *We* may require:
 - (i) any application to be supported by such evidence as *we* consider necessary;

- (ii) facts relevant to any application to be deposed to by statutory declaration; and
- (iii) that *you* attend an interview.

39. Admission as a *solicitor*

Origin, and any changes

Origin: Regulation 44 of the Solicitors' Training Regulations 2009 and "You and your training contract (PDF 50k, 4 pages)"

Admission as a *solicitor* takes place under Part 3 of the SRA Admission Regulations [2011].

Guidance note

Approximately eight weeks before the expected completion of *your training contract*, *you* will receive an application for admission form. *You* will use this form to

- apply for admission as a *solicitor*
- apply to attend an admission ceremony
- apply for *your* first practising certificate
- apply for membership of the Law Society of England and Wales.

There are two admission dates each month, usually the 1st and the 15th, and *we* need to receive applications at least 28 days before the date on which *you* expect to be admitted.

When the application has been processed, *you* will receive confirmation of the admission date, details of the admission ceremony, and the continuing professional development scheme.

Draft SRA Training Regulations [2011]

Part 2 – Training provider regulations

[**Authority:** Made on the [DD day of MM YYYY] by the Solicitors Regulation Authority Board under sections 2 and 28 of the of the Solicitors Act 1974 with the approval of the Legal Services Board under section 83 of, and paragraph 19 of Schedule 4 to, the Legal Services Act 2007

Date: These regulations came into force on [1 October 2011]

Replacing: The Solicitors' Training Regulations 2009

Regulating: Organisations seeking authorisation to take trainees, in respect of applications for authorisation, and applications for review of SRA decisions

Regulating: Training establishments, in respect of delivery of training and provision of information to the SRA

Regulating: Training principals and supervisors of trainees, in respect of their responsibilities towards trainees, and

Regulating: PSC providers, in respect of application for authorisation, and applications for review of an SRA decision relating to authorisation]

Introduction

These regulations, together with the SRA Training Regulations [2011]: Part 1 – Qualification Regulations and Part 3 – CPD Regulations, form the SRA Training Regulations [2011], which govern the education and training for people seeking to be admitted and practise as *solicitors*.

These regulations govern the qualifications, duties and responsibilities of those providing education or training for people seeking to be admitted as *solicitors* – specifically, the *training contract* and the *PSC*.

Education and training underpins the regulation of *solicitors* – it ensures the creation of competent and ethical practitioners. *We* regulate and set requirements for all stages of pre-qualification training in order to give students and *trainees* the tools they need to adhere to *the Principles* when they are admitted as *solicitors*.

The Principles are pervasive, and apply all the time. Outcomes relevant to education and training are listed beneath *the Principles*.

The following *Principles* will be of relevance to providers of the workplace training and educational programmes that prospective *solicitors* need.

If *you* are a *solicitor*, *you* must:

1. uphold the rule of law and the proper administration of justice;
2. act with integrity;
3. not allow *your* independence to be compromised;
4. act in the best interests of each *client*;
5. provide a proper standard of service to *your clients*;
6. behave in a way that maintains the trust the public places in *you* and in the provision of legal services;
7. comply with *your* legal and regulatory obligations and deal with *your* regulators and ombudsmen in an open, timely and co-operative manner;
8. run *your* business or carry out *your* role in the business effectively and in accordance with proper governance and sound financial and risk management principles;
9. run *your* business or carry out *your* role in the business in a way that encourages equality of opportunity and respect for diversity;
10. protect *client money* and *assets*.

Outcomes

The outcomes which apply to *these regulations* are that:

- *solicitors* have received the required practical vocational training they need to achieve the required standard of competence;
- providers of vocational training have appropriate systems in place to provide the required level and quality of training, and are authorised and monitored in an appropriate and effective way;
- the individuals involved in providing vocational training are able to deliver that training effectively; and
- *clients*, and the wider public, will have confidence that this has been demonstrated.

These outcomes, and the regulations that flow from them, apply to all those who are involved in the provision of *training contracts* and the *PSC*, as follows:

- those wishing to become, or continue as, *training establishments* – regulation 2;
- *training establishments* – regulations 3 – 14;
- *training principals* – regulation 15;
- supervisors of *trainees* – regulation 16; and
- *PSC* providers – regulation 17.

Interpretation

1. Interpretation and definitions

Origin, and any changes

Origin: Regulation 2 of the Solicitors' Training Regulations 2009.

Further definitions added for clarification.

(1) Words and phrases not expressly defined in *these regulations*, unless the context otherwise requires, bear the same meaning as they bear in the Solicitors Act 1974 and in Chapter 14 of the Solicitors' Code of Conduct [2011].

(2) In *these regulations*:

"adequate training"

under a *training contract* means:

(i) gaining at least three months' experience in each of at least three different areas of English law;

(ii) developing skills in both contentious and non-contentious areas; and

(iii) being given the opportunity to practise and/or observe the activities set out in the *Practice Skills Standards*;

"certificate of training"

means the certification by a *training principal* that a *trainee* has received training in accordance with *these regulations*;

"character and suitability"

has the meaning given to it in the Suitability Test;

"LPC" or "Legal Practice Course"

means a course the *satisfactory completion* of which is recognised by *us* as satisfying in part the *vocational stage of training*;

"modular training contract"

means a *training contract* in which employment and training is provided by a *training contract consortium*, each member of which has a defined contribution to training process and content;

"parent training establishment"

means one member of a *training contract consortium* which is authorised to take *trainees* and which has appointed a *training principal* who is responsible for the training of the *training contract consortium's trainees*;

"Practice Skills Standards"	means the standards published by <i>us</i> which set out the practice skills <i>trainees</i> will develop during the <i>training contract</i> and use when qualified;
"PSC" or "Professional Skills Course"	means a course normally completed during the <i>training contract</i> , building upon the <i>LPC</i> , providing training in Financial and Business Skills, Advocacy and Communication Skills, and Client Care and Professional Standards. <i>Satisfactory completion</i> of the <i>PSC</i> is recognised by <i>us</i> as satisfying in part the vocational stage of training;
"PSC provider"	means an organisation authorised by <i>us</i> to provide the <i>PSC</i> under <i>these regulations</i> ;
"PSC Standards"	means the standards which set out the content of, and level of achievement required from individuals studying, the <i>PSC</i> ;
"satisfactory completion"	<p>of a course or courses means:</p> <ul style="list-style-type: none"> <li data-bbox="734 1153 1414 1243">(i) passing all the examinations and assessments required; and/or <li data-bbox="734 1265 1414 1355">(ii) where appropriate having part or parts awarded through condonation, deemed pass, or exemption; <p style="padding-left: 40px;">in order to graduate from or pass an assessable course of study, and being awarded a certificate from the course provider confirming this, and "<i>satisfactorily completed</i>" should be construed accordingly;</p>
"seats"	means an arrangement where a <i>trainee</i> works in different departments of, or in different roles within, a <i>training establishment</i> in order to gain exposure to different areas of law;
"secondment"	means an arrangement between a <i>training establishment</i> and another employer for a part of the period of a <i>training contract</i> ;

"student enrolment"	means the process where we satisfy <i>ourselves</i> that a student who intends to proceed to the vocational stage of training has <i>satisfactorily completed</i> the academic stage and is of the appropriate <i>character and suitability</i> , and ' <i>enrolment</i> ' should be construed accordingly;
"take a trainee"	means the entering into a <i>training contract</i> with an individual by a <i>training establishment</i> , and " <i>take trainees</i> " and " <i>taking trainees</i> " should be construed accordingly;
"these regulations"	means the SRA Training Regulations [2011]: Part 2 - Training Provider Regulations;
"trainee solicitor"	means any person receiving workplace training with the express purpose of qualification as a <i>solicitor</i> , at an authorised <i>training establishment</i> , under a <i>training contract</i> , and " <i>trainee</i> " should be construed accordingly;
"training contract"	means a written contract, complying with <i>these regulations</i> , between one or more <i>training establishments</i> and a <i>trainee solicitor</i> , setting out the terms and conditions of the workplace training the <i>trainee</i> will receive;
"training contract consortium"	means an arrangement between more than one employer, one of which is authorised to <i>take trainees</i> , to provide a <i>training contract</i> (referred to in <i>these regulations</i> as a <i>modular training contract</i>);
"training contract record"	means a record maintained by a <i>trainee</i> recording the experience that the <i>trainee</i> is getting and the skills that the <i>trainee</i> is developing within a <i>training contract</i> ;
"training establishment"	means a body, <i>firm</i> , company, in-house <i>practice</i> or individual authorised by <i>us</i> under <i>these regulations</i> to take and train a <i>trainee solicitor</i> ;
"training principal"	means any <i>solicitor</i> who: <ul style="list-style-type: none"> (i) holds a current practising certificate; (ii) has held immediately prior to a current

practising certificate four consecutive practising certificates;

(iii) is nominated by a *training establishment* as such;

(iv) is a *partner, manager, director, owner*, or has equivalent seniority and/or managerial status; and

(v) has undertaken such training as *we* may prescribe;

and for the purposes of (ii) above a *solicitor* who has been an *REL* for a continuous period before their admission as a *solicitor* can use each complete year of registration as the equivalent of having held one practising certificate;

"us" and "we"

means the *SRA*, and "*our*" and "*ourselves*" should be construed accordingly;

"Voluntary Code of Good Practice"

means a code agreed by the Association of Graduate Careers Advisory Services, the Association of Graduate Recruiters, the Junior Lawyers Division and *us* to assist all concerned with the recruitment of law degree students and non-law degree students as *trainee solicitors*.

Authorisation to *take trainee solicitors*

2. Authorisation of *training establishments*

Origin

Regulations 16 and 17 of the Solicitors' Training Regulations 2009, Training Trainee Solicitors (PDF 167K, 19 pages) – section 1, and TC1 application form

(1) Regulation 2 applies to:

(i) *training establishments*;

(ii) applicants for authorisation to *take trainees*; and

(iii) applicants for a review of *our* decisions relating to authorisation to *take trainees*;

and "*you*" and "*yourself*" should be construed accordingly.

(2) If *you* wish to *take a trainee*, *you* may only do so if authorised to do so by *us*.

(3) In order for *you* to be authorised, *you* must provide *us* with:

(i) information about *your* body, *firm*, *company*, in-house *practice* or *yourself* as an individual;

(ii) the name and contact details of *your* nomination for *training principal*;

(iii) if applicable, the name and contact details of any other person with overall responsibility for training within *your* body, *firm* or *company*;

(iv) a declaration regarding *your training principal* relating to:

(a) his or her practising certificate history and current status;

(b) any referral or referrals to the Solicitors Disciplinary Tribunal; and

(c) any regulatory, conduct or disciplinary matters pending; and

(v) a declaration that *you*:

(a) operate in accordance with Chapter 2 of the Solicitors' Code of Conduct [2011];

(b) agree to abide by the requirements of the *training contracts* into which *you* enter;

(c) agree to notify *us* of any changes in the details submitted to *us* in respect of *your* authorisation;

(d) are able to provide training and experience in accordance with the *Practice Skills Standards*;

(e) confirm that all individuals involved in training issues will have, or have had, appropriate training and experience for the task;

(f) confirm that all *training contracts* will be in the form prescribed by *us* and will contain such terms and conditions as *we* may from time to time prescribe, in

accordance with *these regulations*; and

(g) confirm whether *you* will subscribe to *our Voluntary Code of Good Practice*.

(4) We may:

- (i) declare any body, *firm, company* or individual to be a *training establishment*, subject to any conditions and for such period as we consider appropriate;
- (ii) vary or discharge any condition;
- (iii) refuse to declare any body, *firm, company* or individual to be a *training establishment*;
- (iv) declare that a *training establishment* ceases to be such.

(5) If we:

- (i) refuse to declare a body, *firm, company* or individual a *training establishment*;
- (ii) declare a body, *firm, company* or individual a *training establishment* subject to conditions, or vary any condition;

the body, *firm, company* or individual may apply for review of the decision within one month of receiving notification of it.

(6) Pending the hearing of an application for review under regulation 2(5), any variation of a condition which is the subject of review stands suspended.

(7) If we declare that a *training establishment* ceases to be such, then the body, *firm, company* or individual may;

- (i) apply for review of the decision within one month of receiving notification of it; and
- (ii) pending the hearing of an application for review may continue to provide training to any *trainee* who has entered into a *training contract* at the date of *our* decision; but
- (iii) may not provide training to any other person.

(8) An application for review made under regulation 2(5) or 2(7) shall be heard by such body or committee as we may determine, not being the body or committee which made the decision that

is the subject of review.

Training establishments

3. Application

Origin, and any changes

Origin: Regulations 14–27 of the Solicitors' Training Regulations 2009

We have added a requirement for training establishments to check whether an individual holds student enrolment before entering a training contract. This is to avoid problems and delays when attempting to register contracts.

Regulations 3–14 apply to *training establishments*, and "you" and "your" should be construed accordingly.

4. Taking of trainees

Origin

Regulation 19 of the Solicitors' Training Regulations 2009

Training Trainee Solicitors (PDF 167K, 19 pages) – section 2

- (1) You may only enter into a *training contract* with an individual if:
 - (i) you have been authorised as a *training establishment* under regulation 2;
 - (ii) you are satisfied that the individual has current and valid *student enrolment*;
 - (iii) you comply with regulation 8(2); and
 - (iv) you set out in a letter of offer to the individual key information as to the terms and conditions to be included in the *training contract*.

- (2) You may enter into a *training contract* with an individual only if the *training contract* is in such form and containing such terms and conditions as we may from time to time prescribe.

Guidance note

Best practice requires that the following information should be set out within the letter of offer, in addition to any other information that may be useful for the prospective *trainee*:

- the type of *training contract*, with start and end dates;

- starting salary and arrangements for salary review;
- any conditions to which the offer is subject, for example confirmation of *satisfactory completion* of the *LPC* or *student enrolment*;
- fees *your* organisation will pay in respect of re-sits and re-attendance on the *PSC* (*you* are required to pay for the first attempt);
- any probationary period before the *training contract* is signed;
- how training will be organised, such as the nature of *your* organisation's *practice*, the areas of law and the skills in which the *trainee* will gain experience;
- whether the *trainee* will work in separate *seats* and, if so, how this will be arranged;
- how long the *trainee* should expect to spend on each area of law;
- details of any secondments – see regulation 11 and the accompanying guidance note;
- if the *training contract* is a *modular training contract*, full details of the arrangements – see regulation 12 and its attached guidance;
- any other benefits, including benefits in kind, sickness benefit, holiday entitlement;
- hours of work and office hours; and
- any arrangements for continuing employment on completion of the *training contract*.

5. Commencement, registration and termination of a *training contract*

Origin

Regulation 22 of the Solicitors' Training Regulations 2009
 Training Trainee Solicitors (PDF 167K, 19 pages) – section 3

- (1) *You*, and the *trainee*, must sign the *training contract* within three months of the date that the *trainee* has commenced in that capacity.
- (2) *You* must register each *training contract* with *us* within 28 days of the date on which it was signed by *you* and the *trainee*, using the form prescribed by *us* from time to time.
- (3) *You* may terminate a *training contract* in accordance with the provisions of regulation 27 of the SRA Training Regulations [2011]: Part 1 – Qualification Regulations.

Guidance note

You can register a *training contract* on our website. The online registration form covers:

- the type of *training contract*,
- the start and end dates;

- the salary the *trainee* will be paid; and
- details of any reduction in the period of the *training contract* you have granted in accordance with regulation 7(2).

6. Responsibilities of *training establishments*

Origin

Regulation 15 of the Solicitors' Training Regulations 2009
Training Trainee Solicitors (PDF 167K, 19 pages) – section 4

If you are a *training establishment* you must:

- (1) provide the *trainee* with opportunities for:
 - (i) practical experience in at least three distinct areas of English law;
 - (ii) development of skills in both contentious and non-contentious work; and
 - (iii) development of the skills needed in *practice* so as to meet the *Practice Skills Standards*;
- (2) ensure the maintenance of a *training contract record* by the *trainee*, linking the experience he or she has gained to the skills he or she has developed;
- (3) provide close supervision by qualified *solicitors*, or others with the appropriate experience in English law, in accordance with regulation 16;
- (4) provide the *trainee* with regular feedback and appraisals throughout his or her training, including at least three formal appraisals during the period of the *training contract*;
- (5) not amend the *training contract* unless you have our approval of the terms of the amendment;
- (6) allow paid study-leave to attend courses prescribed by us, such as the *PSC*;
- (7) pay:
 - (i) at least the minimum salary prescribed from time to time by us; and
 - (ii) the *trainee's* *PSC* fees and expenses for the first attempt; and

- (8) take no more than two *trainees* for each *partner* or senior *solicitor* with a current and four previous consecutive practising certificates.

Guidance note

You are free to organise training on *your* own pattern provided that *you* meet the requirements of regulation 6. Typically, training is organised in one of two ways:

- the *trainee* works in at least three distinct *seats*, spending a specified period (usually about six months) in each; or
- the *trainee* works in various areas of law on a day-to-day basis, in line with the type of work available.

During the *training contract*, *trainees* develop and practise the skills they will use as qualified *solicitors*. The key elements of each skill – and the type of experience that will help *trainees* to develop it – are specified in the *Practice Skills Standards*. *Trainees* develop the skills through a mixture of the following activities:

- completing work and tasks by themselves;
- assisting others; and
- observing experienced practitioners.

Regulation 6(2) requires *you* to ensure that a *trainee* maintains, on a regular basis, an adequate *training contract record* of the experience that he or she is getting and the skills that he or she is developing. *We* expect that by the end of the *training contract*, the record will show the *trainee's* level of attainment in relation to the requirements set out in regulation 6(1).

We do not prescribe the format of the *training contract record*, but *we* recommend that it includes:

- details of work performed;
- skills used (with reference to the *Practice Skills Standards*);
- the *trainee's* observations or reflections on his or her performance, including any gaps in his or her experiences or skills;
- any other training or professional development; and
- any professional conduct issues that may have arisen.

We recommend an informal performance review about once per month. This will help supervisors and *trainees* to:

- review progress toward agreed objectives;
- deal with any difficulties close to the event;

- compare the breadth and depth of work being performed by the *trainee* with the requirements of regulation 6(1) and the *Practice Skills Standards*;
- address any professional conduct or ethics issues that may have arisen;
- discuss future training; and
- plan future or remedial learning.

The *training contract record* can also be used as part of formal appraisal and informal performance review. In respect of regulation 6(4), we recommend that *you* formally appraise *trainees* every six months. Further guidance and sample appraisal forms are available.

7. Recognition of previous experience

Origin

Regulation 20 of the Solicitors' Training Regulations 2009

Training Trainee Solicitors (PDF 167K, 19 pages) – section 3, sub-section "Recognising experience gained outside the training contract"

- (1) If *you* are a *training establishment* you may grant a reduction in the period of the *training contract* in recognition of previous experience only if *you* are satisfied that:
 - (i) the *trainee's* experience on which *you* base the reduction:
 - (a) was equivalent to that gained in a *training contract*;
 - (b) was in English law, and in one or more areas of law;
 - (c) was gained in the three years immediately preceding the commencement of the *training contract*;
 - (d) allowed the acquisition of one or more of the *Practice Skills Standards*; and
 - (ii) the *trainee*:
 - (a) was adequately supervised;
 - (b) was appraised; and
 - (c) worked either full-time or not less than two and a half days per week (or the equivalent).

- (2) If you are a *training establishment*, you may grant a reduction in the period of the *training contract* in recognition of previous experience:
- (i) of not less than one month (30 days) and no more than six months (183 days); and
 - (ii) the reduction in the period of the *training contract* is to be calculated as half the period of the previous experience on which the reduction is based.
- (3) If you are a *training establishment* you must notify us of any reduction in the period of the *training contract* you have granted under regulation 7(2).

Guidance note

You have no obligation to accept previous experience and any reduction in the period of the *training contract* is entirely at your discretion.

In 7(2)(ii) this half-equivalence means that 12 months' experience can only result in a six month reduction.

If you are calculating a reduction in the period of the *training contract* on the basis described in regulation 7(2)(ii) for part-time workers, experience should be calculated pro rata on a half equivalence basis. For example, a *trainee* who had worked two and a half days per week for 12 months could be granted a maximum of three months' reduction in the period of the *training contract*.

When complying with regulation 7(3), you may notify us either:

on the online form when you register the *training contract* or;

after registration via our website.

8. Appointment of *training principal*

Origin

Regulation 18(1) of the Solicitors' Training Regulations 2009

Training Trainee Solicitors (PDF 167K, 19 pages) – section 1, sub-section "The training principal"

- (1) If you are a *training establishment* you must:
 - (i) nominate a *training principal* who will be responsible for compliance with the requirements of regulation 15; and
 - (ii) notify us of the *training principal's* name and of any change of *training principal*.

- (2) If you are a *training establishment* you may not take a *trainee* until your nominated *training principal* has been approved by us.

9. Induction of *trainees*

Origin

Regulation 15 of the Solicitors' Training Regulations 2009
Training Trainee Solicitors (PDF 167K, 19 pages) – section 3, sub-section "Induction of trainees"

- (1) If you are a *training establishment*, you must provide an adequate induction for all *trainees* at the beginning of the *training contract*, including those who have worked for you before in another capacity.

Guidance note

You are free to organise *trainees'* induction in the way that best suits your business. However, we are unlikely to regard an induction as adequate unless it includes:

- an introduction to your organisation, the training scheme, the *Practice Skills Standards* and your expectations of the *trainee*;
- how the training will be organised;
- the form of the *training contract record* that you want the *trainee* to keep, how and when it is to be completed, and when it will be reviewed;
- arrangements for supervision, informal performance review and formal appraisals;
- your office procedures including pastoral care, office hours, holidays, and health and safety;
- any other relevant matters, such as your IT and office equipment and systems for time-recording and billing, library and research facilities, secretarial and administrative support.

10. Training of *trainee solicitors*

Origin

Regulation 15 of the Solicitors' Training Regulations 2009

Training Trainee Solicitors (PDF 167K, 19 pages) – section 4

Training Trainee Solicitors (PDF 167K, 19 pages) – section 6

- (1) If *you* are a *training establishment* you must provide each *trainee* with:
 - (i) subject to regulation 10(2) below, the opportunity to develop their skills in contentious and non-contentious work as specified in the *Practice Skills Standards*;
 - (ii) subject to regulation 10(2), sufficient practical experience in at least three distinct areas of English law for the *trainee* to be trained properly in each area;
 - (iii) guiding and tutoring in professional conduct, ethics and client care;
 - (iv) a gradual increase in the level and complexity of the *trainee's* work during the period of the *training contract*;
 - (v) proper supervision; and
 - (vi) regular review and appraisal of his or her performance, including guidance and feedback on his or her performance against the *Practice Skills Standards*.

- (2) If *you* cannot provide *trainees* with the range of experience set out in regulation 10(1)(i) or (ii), *you* must arrange either:
 - (i) a *secondment*, in accordance with regulation 11; or
 - (ii) a *modular training contract* in accordance with regulation 12;

for the *trainee*.

11. *Secondment of trainee solicitors*

Origin

Regulation 15 of the Solicitors' Training Regulations 2009

Training Trainee Solicitors (PDF 167K, 19 pages) – section 4, sub-section "Secondments"

- (1) You may arrange a secondment in accordance with regulation 11, even where you can provide the range of experience set out in regulation 10(1)(i) or (ii).
- (2) If you are a *training establishment*, and you arrange a *secondment* for a *trainee*, you must:
 - (i) ensure that the *secondment* complies with the requirements in regulation 10; and
 - (ii) include details of the *secondment(s)* on the *certificate of training* at the end of the *training contract*.
- (3) If you are a *training establishment*, you may not arrange a *secondment*:
 - (i) for a period of longer than one year; or
 - (ii) to an organisation that is not authorised to take *trainees*without approval of that *secondment* from us.
- (4) You do not need to seek *our* approval for a *secondment* of up to one year if it is to:
 - (i) another *solicitor's* office in England and Wales;
 - (ii) an overseas branch office; or
 - (iii) any other organisation that is authorised to take *trainees*.
- (5) If you intend to *second trainees* on a regular basis to an organisation that is not authorised to *take trainees*, such as a law centre or a *client* company, you must apply for *our* approval for that arrangement.
- (6) If you are a *training establishment*, and are making an application to *us* for approval for a *secondment*, you must provide *us* with:
 - (i) the name of the organisation where the *trainee* will be *seconded*;
 - (ii) details of the type of work the *trainee* will be doing;
 - (iii) the name and experience of the person who will supervise the *trainee* during the *secondment*;
 - (iv) the time period of the *secondment*; and

- (v) confirmation that the requirements of *these regulations* will be adhered to during the *secondment*.

12. Modular training contracts

Origin

Regulation 15 of the Solicitors' Training Regulations 2009

Training Trainee Solicitors - Modular training contract guidelines

- (1) If you are a *training establishment*, you may only offer a *modular training contract* if you have:
- (i) made an arrangement for provision of the *training contract* with other firms as a *training contract consortium*;
 - (ii) agreed with the other *firms* in the *training contract consortium* a *training contract consortium* agreement to include the following:
 - (a) details of how all the duties towards *trainees* set out in *these regulations*, in particular regulation 6, will be discharged by the *training contract consortium*;
 - (b) the names of all firms who are members of the *training contract consortium*;
 - (c) specification of the *parent training establishment* for the *training contract consortium*;
 - (d) arrangements between the members of the *training contract consortium* for co-ordinating the *trainee's* training;
 - (e) financial arrangements between the members of the *training contract consortium*, including contributions to the training costs, payment of salary, authorisation, registration and *PSC* fees and expenses;
 - (f) adequate safeguards for the discharge of all duties towards the *trainees* in the event of any of the members of the *training contract consortium* being unable to discharge their duties under the *training contract consortium* agreement;
 - (g) any mechanisms for dealing with queries and for resolving problems and disputes; and

- (h) adequate safeguards to protect *client* confidentiality and the confidentiality of the participating organisations' business arrangements.

(2) If *you* are a *parent training establishment* for a *training contract consortium* you must:

- (i) be authorised to take *trainees* in compliance with regulation 2; and
- (ii) have a *training principal*, or appoint a *training principal* in compliance with regulation 8; and
- (iii) ensure that the *training contracts* comply with the requirements in regulation 10.

(3) If *you* are a *training principal* appointed under regulation 12(2)(ii), *you* must comply with:

- (i) regulation 15; and
- (ii) any other obligations on *training principals* set out in *these regulations*.

(4) Before *taking trainees*, a *training contract consortium* must be approved by *us*. If *you* are the *parent training establishment*, *you* must provide *us* with:

- (i) the names, full addresses and contact numbers of the *training contract consortium*;
- (ii) details of the *parent training establishment*;
- (iii) the name of the *training principal*;
- (iv)
 - (a) if the *parent training establishment* is authorised to *take trainees*, the date of the authorisation; or
 - (b) if the *parent training establishment* is not yet authorised, an application for authorisation to *take trainees*;
- (v) details of whether the other *training contract consortium* members are authorised to *take trainees*, including, if any are, the date(s) of authorisation and the name(s) of the *training principal(s)*;
- (vi) a copy of the *training contract consortium* agreement;

- (vii) the names, job titles, length of legal experience and areas of law practised by the supervisors at each member of the *training contract consortium*;
- (viii) the *training contract consortium's* recruitment and selection procedures;
- (ix) the areas of law in which the *trainees* are to be provided with experience;
- (x) a timetable and training plan, to include:
 - (a) proposed start date of the *training contract*;
 - (b) dates on which *trainees* will move between members of the *training contract consortium*;
 - (c) arrangements for *trainees* regarding attending the *PSC*, annual leave and appraisals;
- (xi) *trainees'* induction programme;
- (xii) pastoral care arrangements;
- (xiii) the systems for informal performance review and formal appraisals;
- (xiv) any provisions to ensure confidentiality of *client* information;
- (xv) any systems for liaison between members of the *training contract consortium*;
- (xvi) any mechanisms for resolving problems and disputes; and
- (xvii) a copy of the *training contract(s)*.

Guidance note

The aim of a *modular training contract* is for two or more organisations to provide training as a consortium. It has been designed for *firms* and other organisations that want to *take trainees* but are unable, on their own, to meet all the requirements of *these regulations*.

A *modular training contract*, while it may be structured in a different way, should be as close to the standard *training contract* in terms of form and content as possible. It will need to offer as rich an experience as a standard *training contract*, and the same quality of training and supervision.

Amendments should relate only to the modular nature of the *training contract* and the final form is subject to approval by *us*.

We suggest that, in the first instance, the *training contract consortium* run a pilot scheme. The pilot scheme would be evaluated and monitored by the consortium and by *us* – so that any problems could be resolved and good practice could be used for the future.

Confidentiality matters should be covered at induction and in professional conduct training. The *training contract consortium* members should also consider an appropriate confidentiality clause in the *modular training contract*.

13. Absences from work of *trainees*

Origin

Regulation 23 of the Solicitors' Training Regulations 2009

Training Trainee Solicitors (PDF 167K, 19 pages) – section 3, sub-section "Absences during the training contract"

If you are a *training establishment*, you must permit a *trainee* to have absences from work, during the period of the *training contract*, in accordance with regulation 26 of the SRA Training Regulations [2011]: Part 1 – Qualification Regulations.

14. Monitoring of *training contracts* and SRA powers

Origin

Regulation 25 of the Solicitors' Training Regulations 2009

- (1) We may monitor the training provided by a *training establishment*, by visits to the premises of the *training establishment* or other means.

- (2)
 - (i) If a:
 - (a) *training establishment*;
 - (b) *training principal*;
 - (c) person supervising a *trainee*; or
 - (d) *trainee*;fails to comply with any of *these regulations*; or
 - (ii) if we are not satisfied either that:

- (a) a *trainee* is receiving, or has received; or
- (b) the *training establishment* can give the *trainee*;

adequate training;

then we may exercise such of the powers set out in regulation 14(3) as we consider appropriate.

- (3) If any of the conditions in regulation 14(2) are met, we may, as we consider appropriate:
 - (i) declare that a *training establishment* ceases to be such;
 - (ii) prohibit a *training establishment* from taking any, or more than a specified number of, *trainee solicitors* for such period as we may determine or until otherwise determined by us;
 - (iii) impose any other conditions upon the *training establishment* which we consider appropriate;
 - (iv) terminate the *training contract* on such terms as we may determine;
 - (v) direct that all or any part of the period a *trainee* has served shall not be reckoned as good service under a *training contract*;
 - (vi) direct that a *trainee*:
 - (a) serve such further period under a *training contract*, or
 - (b) receive such further training for such further period and in such form;as we require;
 - (vii) direct that a *training principal* undertake such training as we require; and/or
 - (viii) take such other action as we may consider necessary or appropriate.
- (4) Any *training establishment* or *trainee* who is aggrieved by any decision made under regulation 14(2) may apply for review of it in accordance with regulation 17.
- (5) We may conciliate disputes between a *training establishment* and a *trainee* in accordance with regulation 28 of the SRA Training Regulations [2011]: Part – 1 Qualification Regulations.

Section 4 – *Training principals*

15. Responsibilities of *training principals*

Origin

Regulation 18(2) of the Solicitors' Training Regulations 2009

Training Trainee Solicitors [[link: http://www.sra.org.uk/documents/students/training-contract/requirements.pdf](http://www.sra.org.uk/documents/students/training-contract/requirements.pdf)] – section 1, sub-section "The training principal"

- (1) Regulation 15 applies to *training principals*, and "you" should be construed accordingly.

- (2) If you are a *training principal* you must:
 - (i) fully understand the requirements of *these regulations*, and undertake to us your *training establishment's* compliance with *these regulations*;
 - (ii) liaise with us regarding your body's, firm's, company's or your trainees;
 - (iii) advise us of any changes relevant to training, including, if you are ceasing to be the *training principal*, the name of your successor;
 - (iv) ensure that anyone involved in the supervision of *trainees* has adequate legal knowledge and supervisory experience or training;
 - (v) ensure that *trainees* maintain an adequate *training contract record*;
 - (vi) ensure that *trainees* receive regular feedback, informal performance reviews and formal appraisals;
 - (vii) ensure that there are suitable pastoral arrangements for *trainees*; and
 - (viii) at the end of the period of the *training contract*, provide us with a *certificate of training*, which confirms that:
 - (a) there are no circumstances that may affect the *trainee's character and suitability* to become a *solicitor*, such as criminal convictions; and
 - (b) you are satisfied that the *trainee* has received training and developed the required skills set out in regulation 10 and in the *Practice Skills Standards*.

- (3) If *you* are a *training principal*, you may delegate the responsibilities in regulation 15(2)(i) – (viii) to others, on condition that *you* inform the *trainee* of the delegation arrangements.

Guidance note

You should be aware that all *trainees* are required to obtain a satisfactory criminal record check (standard disclosure) from the Criminal Records Bureau (CRB) in accordance with regulation 36 of the SRA Training Regulations [2011]: Part – 1 Qualification Regulations.

A CRB standard disclosure includes details of any current and spent convictions, police cautions, reprimands and final warnings held on the Police National Computer. *We* also make use of overseas criminal records information services whenever appropriate. The *trainee* – not the *training principal* – is responsible for applying for the required CRB standard disclosure. *We* send *trainees* CRB check forms and guidance approximately 12 weeks before the scheduled end of their *training contracts*.

Participation in industrial action does not, of itself, bring into question the suitability of the *trainee* to become a *solicitor*.

Section 5 – Supervisors of *trainees*

16. Responsibilities of supervisors of *trainees*

Origin, and any changes

Origin: Regulation 15 of the Solicitors' Training Regulations 2009

Training Trainee Solicitors [*link: <http://www.sra.org.uk/documents/students/training-contract/requirements.pdf>*] – section 5

We have clarified who can supervise trainees.

- (1) Regulation 16 applies to supervisors, and "*you*" should be construed accordingly.

- (2) Supervisors must be either:
- (i) *partners, directors, managers, members* or other equivalent status;
 - (ii) *associate solicitors*;
 - (iii) *assistant solicitors*;
 - (iv) experienced legal executives; or
 - (v) barristers.

Guidance note

Training establishments should ensure that supervisors are adequately trained and capable of fulfilling the role. Supervisors need to:

- have expertise in the practice area they are supervising;
- understand the training requirements and the *Practice Skills Standards*;
- understand the system of training within the *practice*;
- give guidance, advice and feedback to *trainees* on their performance;
- have the skills to supervise effectively;
- be enthusiastic and make time for the *trainees* they are supervising.

Trainees should be given work and tasks that will help them to develop their skills and the supervisor's role is to help them achieve this by:

- delegating work at an appropriate level, with an increased level of difficulty over time;
- giving clear instructions on what needs to be done, with sufficient background information and sources of research;
- monitoring the *trainee's* workload to ensure that it is not too much or too little
- giving work that requires the *trainee* to use different skills with a balance of substantive and procedural tasks;
- giving regular feedback on the *trainee's* performance, recognising achievements and ensuring areas that need improvement are discussed; and
- ensuring that the *trainee* keeps a *training contract record*.

- (3) If you supervise a *trainee*, you must ensure that, over the course of his or her training, the amount and type of work given to the *trainee*:

- (i) adequately covers each skill within the *Practice Skills Standards*; and
- (ii) is of an appropriate level and complexity for the *trainee*.

Guidance note

Regulation 6(3) requires *training establishments* to provide close supervision for *trainees*. Regulation 15(2)(iv) requires *training principals* to ensure that anyone who supervises *trainees* has the appropriate legal knowledge and supervisory experience or training to perform the role effectively. The aim of such supervision is to achieve compliance with regulation 10(1).

In order for the supervisory role to be performed effectively, supervisors must be allocated adequate time and resources, and must have a sound understanding both of the training requirements and of all that is expected of them as supervisors.

Typical supervisors' responsibilities which support compliance with regulation 16 are to:

- allocate work and tasks of an appropriate level, gradually increasing the level and the complexity of the work over time, while encouraging the *trainee* to suggest solutions independently;
- provide a balance between substantive and procedural tasks that – as a whole – demand the use of a broad range of skills;
- provide clear instructions and ensure that they have been understood;
- offer advice and guidance on appropriate research methods and materials along with sufficient information and factual background about a case or matter;
- set a realistic time-scale for work to be completed and answer questions as they arise, within a supportive environment that does not deter the *trainee* from asking questions in the future;
- monitor the *trainee's* workload to ensure they have a sufficient but not excessive amount of work;
- ensure that the *trainee* maintains an up-to-date *training contract record* that identifies the work they have performed and the skills they have deployed;
- review the *training contract record* regularly to ensure that an appropriate balance of work and skills is struck, and to ensure that the *trainee* is undertaking work of a breadth and depth sufficient to meet the requirements of regulation 10(1) and the *Practice Skills Standards*;
- give regular feedback to the *trainee* regarding their performance, recognising achievements and improvements, and constructively addressing areas that require further effort;
- conduct or participate in formal appraisals of the *trainee*; and
- provide an environment that encourages the *trainee* to take responsibility for his or her

own development.

Section 6 – PSC providers

17. Authorisation of PSC providers

Origin

Regulation 30 of the Solicitors' Training Regulations 2009

Professional Skills Course: Course structure, provider authorisation and course accreditation [*link:*
<http://www.sra.org.uk/documents/students/training-contract/pscguidelinesextract.pdf>]

- (1) Regulation 17 applies to:
- (i) a PSC provider, or
 - (ii) in relation to:
 - (a) application for authorisation to provide the PSC; or
 - (b) application for a review of *our* decision relating to authorisation to provide the PSC;

the applicant; and

"*you*" and "*yourself*" should be construed accordingly.

- (2) *You* may only provide the PSC if:
- (i) *you* are authorised or re-authorised to do so by *us*;
 - (ii) *your* period of authorisation has not expired, this period being:
 - (a) three years from the date of authorisation; or
 - (b) five years from the date of any subsequent re-authorisation;
- and
- (iii) *you* have appointed a PSC course director.

- (3) You may apply for one of three types of authorisation or re-authorisation in respect of the *PSC*:
- (i) authorisation to provide compulsory core instruction in one of the three subject areas;
 - (ii) authorisation to provide:
 - (a) compulsory core instruction in one or more of the three subject areas; and
 - (b) electives in one or more of the subject areas in which authorisation to provide compulsory core instruction is not sought;
- or
- (iii) authorisation to provide one or more electives only.
- (4) In order for *you* to be authorised or re-authorised, *you* must provide us with:
- (i) an application form, containing information about *your* body, *firm*, *company* or *yourself* as an individual;
 - (ii) the name and details of the *PSC* course director;
 - (iii) any supporting documentation required by *us*; and
 - (iv) the authorisation fee set by *us* from time to time.
- (5) If *you* are an authorised *PSC provider*, *you* may *yourself* accredit an elective *you* offer, if that elective is:
- (i) in any subject area which *you* are already authorised to provide compulsory core instruction; or
 - (ii) in any subject area in which *you* are already authorised to provide elective instruction.

Guidance note

The *PSC* builds upon the *LPC*. It comprises compulsory core subject areas and electives. The compulsory core subject areas are:

- Financial and Business Skills;
- Advocacy and Communication Skills; and

- Client Care and Professional Standards.

The coverage of both compulsory core subject areas and electives are set out in the *PSC Standards*.

Section 7 – Waiver, forms and fees

18. Waiver of regulations

Origin

Regulation 42 of the Solicitors' Training Regulations 2009

In any particular case we have the power to waive in writing any of the provisions of *these regulations* and to revoke such waiver.

19. Forms and fees

Origin

Regulation 43 of the Solicitors' Training Regulations 2009

- (1) Any application made or notice given to *us* must be in the prescribed form and accompanied by the prescribed fee.
- (2) If *we* have not prescribed a form for such an application or notice, it must be in writing, signed by *you* or the person giving it, and it must give such information as is necessary to enable *us* to deal with the application or to comply with the regulation under which the notice is given.
- (3) *We* may require the applicant or the person giving notice to provide any further information *we* consider necessary.
- (4) *We* may:
 - (i) require any application to be supported by such evidence as *we* consider necessary;
 - (ii) require facts relevant to any application to be deposed to *us* by statutory declaration;
and
 - (iii) require the attendance of the applicant for interview.

Draft SRA Training Regulations [2011]

Part 3 – SRA CPD regulations

[Authority: Made on the [DD day of MM YYYY] by the Solicitors Regulation Authority Board under sections 2 and 28 of the of the Solicitors Act 1974 with the approval of the Legal Services Board under section 83 of, and paragraph 19 of Schedule 4 to, the Legal Services Act 2007

Date: These regulations came into force on [1 October 2011]

Replacing: The Solicitors' Training Regulations 2009

Regulating: Solicitors and RELs and their post-qualification, or post registration, education and training requirements]

Introduction

These regulations, together with the SRA Training Regulations [2011]: Part 1 – Qualification Regulations and Part 2 – Training Provider Regulations, form the SRA Training Regulations [2011], which govern the education and training for people seeking to be admitted as *solicitors*, and those in *practice*.

These regulations govern the ongoing training of those practising as *solicitors* and *RELs*.

Education and training performs the underpinning, fundamental role in regulating *solicitors* – the creation and maintenance of competent and ethical practitioners. *We* regulate post-qualification training in order to give *solicitors* and *RELs* the tools they need to adhere to *the Principles*.

The Principles are all pervasive, and apply all the time. The outcome relevant to education and training appears beneath *the Principles*.

The following *Principles* will be relevant to the continuing learning *you* must undertake once admitted.

You must:

1. uphold the rule of law and the proper administration of justice;
2. act with integrity;
3. not allow *your* independence to be compromised;
4. act in the best interests of each *client*;
5. provide a proper standard of service to *your clients*;
6. behave in a way that maintains the trust the public places in *you* and in the provision of legal services;

7. comply with *your* legal and regulatory obligations and deal with *your* regulators and ombudsmen in an open, timely and co-operative manner;
8. run *your* business or carry out *your* role in the business effectively and in accordance with proper governance and sound financial and risk management principles;
9. run *your* business or carry out *your* role in the business in a way that encourages equality of opportunity and respect for diversity;
10. protect *client money* and *assets*.

Outcome

The desired outcome which applies to *these regulations* is that *solicitors* and *RELs* maintain competence through relevant ongoing training.

You must achieve and continue to meet this outcome.

This outcome, and the regulations that flow from it, apply to *solicitors* admitted in England and Wales and *RELs*.

1. Interpretation and definitions

Origin, and any changes

Origin: Regulation 1 of the Solicitors' Training Regulations 2009

We have added new definitions.

- (1) Words and phrases not expressly defined in *these regulations*, unless the context otherwise requires, bear the same meaning as they bear in the Solicitors Act 1974 and in Chapter 14 of the Solicitors' Code of Conduct [2011].

- (2) In *these regulations*:

"*authorised distance learning provider*"

means those providers authorised by *us* to provide distance learning courses delivered by methods including correspondence, webinar, webcast, podcast, DVD, video and audio cassettes, television or radio broadcasts and computer based learning programmes;

"*authorised CPD course providers*"

means those providers authorised by *us* to provide training that attracts *CPD* hours as a result of attendance;

"*continuing professional development*" and "*CPD*"

means the training requirement(s) set by *us* to ensure

solicitors and RELs maintain competence;

"CPD training record"

means a record of all *CPD* undertaken to comply with *these regulations*;

"CPD year"

means each year commencing 1 November to 31 October;

"LPC" and "Legal Practice Course"

means a course the satisfactory completion of which is recognised by *us* as satisfying in part the vocational stage of training;

"part-time"

means working fewer than 32 hours per week;

"participation"

for the purposes of regulation 8 includes, preparing, delivering and/or attending accredited courses and "**participating**" should be construed accordingly;

"PSC" and "Professional Skills Course"

means a course normally completed during the *training contract*, building upon the *LPC*, providing training in Financial and Business Skills, Advocacy and Communication Skills, and Client Care and Professional Standards. Satisfactory completion of the *PSC* is recognised by *us* as satisfying in part the vocational stage of training;

"QLTR" and "Qualified Lawyers Transfer Regulations"

means the Qualified Lawyers Transfer Regulations 1990 and 2009;

"QLTSR" and "SRA Qualified Lawyers Transfer Scheme Regulations"

means the SRA Qualified Lawyers Transfer Scheme Regulations 2010 and [2011];

"QLTT" and "Qualified Lawyers Transfer Test"

means the tests which some lawyers are required to pass under the *Qualified Lawyers Transfer Regulations*;

"these regulations"

means the SRA Training Regulations [2011]: Part 3 - CPD

Regulations;

"training contract"	means a written contract, complying with the SRA Training Regulations [2011]: Part 1 - Qualification Regulations and Part 2 – Training Provider Regulations, between one or more <i>training establishments</i> and a <i>trainee solicitor</i> , setting out the terms and conditions of the workplace training they will receive;
"training contract consortium"	means an arrangement between more than one employer, one of which is authorised to take trainees, to provide a <i>training contract</i> (referred to in <i>these regulations</i> as a <i>modular training contract</i>);
"training establishment"	means a body, <i>firm, company</i> , in-house <i>practice</i> or individual authorised by <i>us</i> under the SRA Training Regulations [2011]: Part 2 – Training Provider Regulations to take and train a <i>trainee solicitor</i> ;
"trainee solicitor"	means any person receiving workplace training with the express purpose of qualification as a <i>solicitor</i> , at an authorised <i>training establishment</i> , under a <i>training contract</i> , and " trainee " should be construed accordingly;
"us" and "we"	means the <i>SRA</i> and references to " our " should be construed accordingly;
"you"	for the purposes of <i>these regulations</i> means a <i>solicitor</i> or an <i>REL</i> , and references to " your " and " yourself " should be construed accordingly.

2. Application of *these regulations*

Origin

Regulation 32 of the Solicitors' Training Regulations 2009

Continuing Professional Development - Guide to the Solicitors Regulation Authority CPD scheme (1.3M, 32 pages) – page 3

- (1) *These regulations* apply to *your* obligations regarding *CPD*.
- (2) All *solicitors* and *RELs* are required to undertake *CPD*. Non-compliance could lead to

disciplinary procedures and/or delays in the issue of *your* practising certificate.

- (3) *These regulations do not apply to RFLs.*

3. Basic CPD requirement

Origin

Regulation 36 of the Solicitors' Training Regulations 2009

SRA CPD requirements (PDF 70K, 4 pages) – page 1

Continuing Professional Development: Frequently asked questions for solicitors

- (1) *You must undertake 16 hours of CPD during each complete CPD year in legal practice or employment in England and Wales.*
- (2) *If you work part-time the requirements are reduced, in accordance with regulation 7.*

Guidance note

Any hours accrued over and above the 16 hours per year minimum cannot be carried over to the next *CPD year*.

Separate legislation may detail further *CPD* requirements. For example, the SRA Higher Rights of Audience Regulations [2011] require five hours of the annual *CPD* requirement to be undertaken relating to the provision of advocacy services in the higher courts in each of the first five *CPD years* following the grant of the higher rights qualification.

4. CPD requirement during the first three years of admission

Origin

Regulation 33 of the Solicitors' Training Regulations 2009

SRA CPD requirements (PDF 70K, 4 pages) – page 2

Continuing Professional Development: Criteria for exemption from the compulsory elements of the CPD scheme (PDF 70K, 6 pages)

Continuing Professional Development: Frequently asked questions for solicitors – page 5

Continuing Professional Development: Frequently asked questions for solicitors – page 7-8

Continuing Professional Development: Frequently asked questions for solicitors – page 4

Continuing Professional Development Guide to the Solicitors Regulation Authority CPD Scheme (1.3M, 32 pages) – page 4

- (1) If *you* are a *solicitor*, in the first three *CPD years* following admission *you* must attend the SRA Management Course Stage 1.
- (2) A minimum of three topics must be covered on the SRA Management Course Stage 1 from the list below:
 - (i) Managing finance;
 - (ii) Managing the *firm*;
 - (iii) Managing *client* relationships;
 - (iv) Managing information;
 - (v) Managing people.

Guidance note

The SRA Management Course Stage 1 is a course that requires at least seven hours' attendance. It can be completed in a single day or be undertaken on a modular basis.

In addition to the compulsory SRA Management Course Stage 1, there is an optional five hour course, the SRA Management Course Stage 2.

Full guidance on both courses is available.

- (3) If *you* are an *REL*, *you* are not required to attend the SRA Management Course Stage 1.
- (4) *You* can make a written request to *us* for exemption from the SRA Management Course Stage 1 if *you* have, within the last five years:
 - (i) gained significant experience of a *solicitor's practice* and of management issues as they arise in *practice* (and can provide examples of experience gained in at least three of the five topic areas of the course); or
 - (ii) attended a similar course, covering the same ground.
- (5) If *you* qualified by undertaking the *QLTT* *you* are also required to attend the Financial and Business Skills (but not required to attempt or pass the examination) and the Client Care and Professional Standards modules of the *PSC* during *your* first *CPD year*.

- (6) *You* are exempt from the requirement in regulation 4(5) to attend the two PSC modules if *you*:
- (i) undertook the *LPC* and *PSC* prior to admission;
 - (ii) sat the Professional Conduct and Accounts heads of the *QLTT*; or
 - (iii) are transferring from Scotland via the *QLTT*.
- (7) Regulation 4(5) and (6) does not apply to those qualifying via the *QLTSR*.

5. *CPD* requirement during the first months after admission

Origin

Regulation 34 of the Solicitors' Training Regulations 2009

Continuing Professional Development: Frequently asked questions for solicitors – page 13

You must undertake one hour of *CPD* for each whole month in legal *practice* or employment between your admission and the start of the next full *CPD* year.

6. *CPD* requirement during the first months after registration with the *SRA* pursuant to the *Establishment Directive*

Origin

Regulation 35 of the Solicitors' Training Regulations 2009

Continuing Professional Development: Frequently asked questions for solicitors – page 11

If *you* are an *REL*, *you* must undertake one hour of *CPD* for each whole month in legal *practice* or employment between the date of initial registration and the start of the next full *CPD* year.

Guidance note

If *your* admission date or date of initial registration is 1 November, *you* will automatically enter into *your* first full *CPD* year and be required to complete 16 hours of *CPD*. This also applies in those years where 1 November falls at the weekend and *you* are admitted or initially registered the following week.

7. *Part-time* employment

Origin,

Regulation 41 of the Solicitors' Training Regulations 2009

Continuing Professional Development - Information for solicitors who work part time (PDF 40K, 2 pages)

Continuing Professional Development: Frequently asked questions for solicitors – page 11

Continuing Professional Development: Frequently asked questions for solicitors – page 12

- (1) Notwithstanding regulation 7(2) and 7(3) and regulation 16, if *you* work *part-time* in legal *practice* or employment, *your CPD* requirements are reduced such that *you* must complete one hour of *CPD* each year for every two hours worked per week.

Guidance note

For example, a *solicitor* working 10 hours per week must complete five hours of *CPD* each year.

- (2) If *you* work *part-time* in a newly admitted or newly registered period, regulations 5 and 6 apply to the period worked between *your* admission or registration and the start of the next full *CPD* year.
- (3) If *you* work an average of fewer than two hours per week, *you* are permitted to suspend the *CPD* requirements.
- (4) Details of *part-time* working hours, with starting and finishing dates, should be entered in *your CPD training record*.

Guidance note

It may be necessary for *you* to keep a record of hours worked to enable *you* to calculate the average number of hours worked per week over the course of a year.

If *you* work a variable number of hours each week *you* should calculate the average number of hours worked per week during the *CPD* year, and then halve this amount to calculate *your CPD* requirement for the year.

For example, a *solicitor* who works an average of seven hours per week has an annual *CPD* requirement of three and a half hours.

Part hours worked should be rounded to the nearest whole hour.

8. *CPD* activities

Origin

- (1) At least 25 per cent of the *CPD* requirement must be met by *participation* in accredited courses.

Guidance note

For the purposes of the above regulation, an accredited course means a structured training session, delivered face-to-face or by distance learning, of one hour or more which has written aims and objectives, and is approved specifically for the purpose of compliance with *our CPD* requirements.

Examples include:

- face-to-face sessions forming part of a course including those delivered by an *authorised distance learning provider*;
- a course wholly provided by distance learning which involves assessment by dissertation and written examination;
- structured coaching sessions, delivered face-to-face, of one hour or more which have written aims and objectives, are documented showing an outcome and are provided by an organisation authorised by *us*;
- structured mentoring sessions involving professional development, delivered face-to-face, of one hour or more which have written aims and objectives, are documented showing an outcome and are provided by an organisation authorised by *us*; or
- webinars, i.e. courses broadcast via a website in real time where participants have contact with the speaker(s) and can ask questions and receive answers, and which are provided by an organisation authorised by *us*.

- (2) The remaining 75 per cent of the *CPD* requirement may be met by further accredited courses or a wide range of other activities.

Guidance note

For the purposes of regulation 8(2), the following will be deemed to be activities:

- *Participation* in non-accredited courses
 - Preparing, delivering and/or attending courses, which are of particular relevance and benefit to an individual's area of work which last more than 30 minutes;
 - actual time may be claimed.

- Coaching and mentoring sessions of less than one hour
 - Structured coaching sessions and structured mentoring sessions involving professional development, delivered face-to-face lasting between 30 minutes and one hour which have written aims and objectives, are documented showing an outcome and are provided by an organisation authorised by *us*;
 - actual time may be claimed.
- Coaching and mentoring sessions delivered from a distance
 - Structured coaching sessions or structured mentoring sessions involving professional development, delivered from a distance (e.g. by webinars) of 30 minutes or more which have written aims and objectives, are documented showing an outcome and are provided by an organisation authorised by *us*;
 - actual time may be claimed.
- Writing on law or *practice*
 - For example law books, journals, publications for *clients*, *client's* own publications, newspapers and magazines (whether legal publications or not), on the Internet;
 - topics may include, for example, law *practice*, issues arising from transactions, *clients*, markets, industries, products;
 - actual time may be claimed.
- Work shadowing
 - Participation in structured work shadowing schemes with clear aims and objectives and requiring feedback or reflection on the activity;
 - actual time may be claimed.
- Research
 - Research which relates to legal topics or has relevance to the *practice/organisation* which results in some form of written document, precedent, memorandum, questionnaire/survey etc;
 - actual time may be claimed.
- Production of a dissertation
 - Study for or production of a dissertation counting towards a qualification recognised by *us*;
 - actual time may be claimed.
- Watching DVDs or webcasts, podcasts or videotapes and/or listening to audio podcasts offered by *authorised distance learning providers*
 - Actual time may be claimed.

- Distance learning courses where there is provision for the answering of enquiries or for discussion
 - Actual time may be claimed.
- Preparation and delivery of training courses forming part of the process of qualification or post admission training
 - Actual time may be claimed.
- Work towards the Training and Development lead body Units D32 D33 and D34 relating to assessing and verifying the achievement of National Vocational Qualifications
 - Actual time spent building a portfolio of evidence and/or attending lectures, workshops, etc may be claimed.
- *Participating* in the development of specialist areas of law and *practice* by attending meetings of specialist committees and/or working parties of relevant professional or other competent bodies charged with such work
 - Actual time spent at meetings may be claimed.
- Work towards the achievement of an National Vocational Qualifications in any business-related area and at any level
 - Actual time spent building a portfolio of evidence and/or attending lectures, workshops, etc may be claimed.
- Study towards professional qualifications
 - Examination must be taken to claim time for study and examination itself;
 - actual time spent in study and examination may be claimed.

(3) The *CPD* activity should be at an appropriate level and contribute to *your* general professional skill and knowledge, in order to count towards meeting *your CPD* requirements.

(4) *Attendance* at a course means *attendance* at the complete course. Part attendance will not count at all towards your *CPD* requirement.

(5) The responsibility for meeting the *CPD* requirements falls on *you*, not *your* employer.

9. Requirements for *solicitors* who have been *RELS*

Origin

Regulation 37 of the Solicitors' Training Regulations 2009

- (1) If *you* are an *REL* and become admitted as a *solicitor* in England and Wales, regulations 3 and 5 shall apply as if *you* were a *solicitor* admitted on the date of initial registration and regulations 6 and 11 shall not apply.
- (2) Nothing in *these regulations* shall be taken as requiring *you* to meet the requirements of regulation 4 if *you* are a *solicitor* who has previously been an *REL*.

10. Obligation to keep a *CPD training record*

Origin

Regulation 38 of the Solicitors' Training Regulations 2009

Continuing Professional Development Guide to the Solicitors Regulation Authority CPD Scheme (1.3M, 32 pages) – page 11 and 15

SRA CPD requirements (PDF 70K, 4 pages) – page 2 and 3

Continuing Professional Development: Frequently asked questions for solicitors – page 4

Continuing Professional Development: Frequently asked questions for solicitors – page 13

- (1) *You* must keep a record of all *CPD* undertaken to comply with *these regulations*.
- (2) For any courses attended, *you* must enter the number of hours' credit allocated and the *authorised CPD course providers* reference, together with the date and course title, into *your CPD training record*.
- (3) *We* may request to see a copy of *your CPD training record* at any time, and if *we* do so *you* must produce *your* record upon demand.
- (4) *You* should keep *your CPD training record* on file for a period of at least six years.
- (5) *You* should enter the start and finish dates of any period of suspension, and the reasons for suspending, in *your CPD training record*.

Guidance note

Details of other activities and the number of hours undertaken should be entered on *your CPD training record*. It is advisable to enter all development activities even if *you* are unsure whether they can be claimed for *CPD* credit.

11. CPD undertaken before admission

Origin

Regulation 39 of the Solicitors' Training Regulations 2009

You are only entitled to count *CPD* undertaken between the expiry of *your training contract* and the day of admission for the purposes of regulation 5, if at the time of undertaking it:

- (i) an application for admission has been lodged with *us*, and
- (ii) a *CPD training record* has been kept in accordance with regulation 10.

12. Suspension of CPD requirement

Origin

Regulation 40 of the Solicitors' Training Regulations 2009

Continuing Professional Development Guide to the Solicitors Regulation Authority CPD Scheme (1.3M, 32 pages) – page 4 and 16

Continuing Professional Development: Criteria for exemption from the compulsory elements of the CPD scheme (PDF 70K, 6 pages) – page 1-5

Continuing Professional Development - Information for solicitors who work part time (PDF 40K, 2 pages) – page 1

Continuing Professional Development: Suspension of the requirements Summary Information (PDF 40K, 1 page)

Continuing Professional Development: Frequently asked questions for solicitors – page 12

- (1) If *you* do not work for any period in legal *practice* or employment in England and Wales, the application of *these regulations* may be suspended for that period.
- (2) *You* may suspend your *CPD* requirements in the following circumstances:
 - (i) *you* are not working in legal *practice* or employment;

Guidance note

This would apply where *you* are in a role in which *you* are not required to give legal advice to:

- a member of the public;
- a company;
- an internal department;
- an officer or member of staff, or representative of *your* organisation.

This applies regardless of whether the employment is paid or voluntary and whether or not a practising certificate is held.

This also covers time when *you* are out of legal *practice* or employment, whether or not *you* hold a current practising certificate, due to unemployment, maternity/paternity leave, long-term illness and/or working abroad.

- (ii) *you* are retired from *practice* as a *solicitor* or *REL*;

Guidance note

If *you* are a retired *solicitor* *you* are eligible to suspend the *CPD* requirements, provided *you* do not *practise* or undertake legal work of any description, whether paid or unpaid. If *you* are a retired *solicitor* acting as a consultant, or who undertakes pro-bono or voluntary work of a legal nature *you* are not entitled to suspend the *CPD* requirements.

- (iii) *you* are working, on average, less than two hours a week in legal *practice* or employment.

- (3) Any training undertaken during the suspension will not count towards *your CPD* requirement upon *your* return to legal *practice* or employment.

- (4) It is not necessary to notify *us* of the intention to suspend the *CPD* requirements.

Guidance note

It is for *you* to decide whether or not *you* want to suspend *your CPD* requirements. Consideration of the following may be of assistance:

the length of time *you* will be out of *practice* or legal employment;

the amount of credit already accrued during the *CPD year* or first three years after

admission in which the suspension would begin;

the availability of courses/access to training while out of *practice*;

your financial circumstances and whether *you* would be required to fund the training *yourself*.

13. CPD requirements upon return to full-time or *part-time* legal *practice* or employment following a suspension during the newly admitted or registered period

Origin

Continuing Professional Development: Criteria for exemption from the compulsory elements of the CPD scheme (PDF 70K, 6 pages) – page 4-5

- (1) Upon *your* return to full-time or *part-time* legal *practice* or employment, *your* CPD requirements will be dependent upon the length of time *you* have worked from the date of *your* admission to the roll or registration with *us*.
- (2) If *you* have:
 - (i) suspended the requirements in the newly admitted or newly registered period; and
 - (ii) not worked at all from the date of admission or registration;

you must undertake one hour of CPD for each complete month from the date of *your* return, up to the end of the CPD year.

Guidance note

If *you* have not worked at all from the date of *your* admission to the roll or of registration with *us*, *you* will be treated as newly admitted on *your* return regardless of the length of the suspension.

The newly admitted or registered period covers the first 12 months following the date of *your* admission or registration.

- (3) If *you*:
 - (i) suspended the requirements in the newly admitted or newly registered period; but
 - (ii) worked following the date of *your* admission or registration;

you must undertake one hour for each month before and after the suspension if returning before the end of the *CPD year*.

Guidance note

If *you* have completed all of *your CPD* requirement for the period before the suspension began *you* may, upon returning to work, choose one of the following options:

- if *you* return on or before 1 May, undertake two hours for every complete month up to the end of the *CPD year*, up to a maximum of 16 hours, attending if *you* feel necessary due to the length of the suspension, the Financial and Business Skills (but *you* would not be required to attempt or pass the examination) and Client Care and Professional Standards modules of the *PSC*; or
- if *you* return after 1 May, undertake at least 12 hours, attending, if *you* feel necessary due to the length of the suspension, the Financial and Business Skills (but *you* would not be required to attempt or pass the examination) and Client Care and Professional Standards modules of the *PSC*.

Either option would count as completion of the first *CPD year*.

- (4) If *you* have not completed all of *your CPD* requirement for the period before the suspension began *you* should make up any shortfall and undertake the requisite number of hours when *you* return to work. *We* may grant an extension of time if necessary.

Guidance note

In determining whether *you* have completed *your* requirements *you* may count the following circumstances as a complete *CPD year*:

- accrual of at least 12 hours of *CPD* and attendance, where appropriate, at a compulsory course or the Financial and Business Skills (but not the examination) and Client Care and Professional Standards modules of the *PSC* – whichever was applicable at the time – before the suspension began;
- accrual of at least 12 hours of *CPD* and attendance, where appropriate, at a compulsory course or the Financial and Business Skills (but not the examination) and Client Care and Professional Standards modules of the *PSC* between the date of *your* return and the end of the *CPD year*; or
- accrual of a total of 12 hours during the period before the suspension began added to the amount required from the date of *your* return to the end of the *CPD year*, plus, where appropriate attendance at a compulsory course or the Financial and Business Skills (but

not the examination) and Client Care and Professional Standards modules of the *PSC*.

14. *CPD* requirements upon return to full-time legal *practice* or employment following a suspension at any time from the end of *your* first *CPD* year or onwards

Origin

Continuing Professional Development: Criteria for exemption from the compulsory elements of the *CPD* scheme (PDF 70K, 6 pages) – page 5

If *you* have suspended the requirements at any time from the end of *your* first *CPD* year or onwards, and return to work full-time *you* will be required to complete two hours of *CPD* for every complete month from the date of *your* return until the end of that *CPD* year, up to a required maximum of 16 hours.

Guidance note

The table below can be used to calculate *your* *CPD* requirement for the remainder of the *CPD* year.

If *you* return to work on for example 5 December, *your* *CPD* requirements will start from 1 January, the first full month following *your* return. If *you* return to work between 2 October and 31 October, *your* *CPD* requirements will start at the commencement of the new *CPD* year.

Return date	<i>CPD</i> hours
1 November	16
1 December	16
1 January	16
1 February	16
1 March	16
1 April	14
1 May	12
1 June	10
1 July	8
1 August	6
1 September	4
1 October	2
2 October – 31 October	0

15. *CPD* requirements upon return to *part-time* legal *practice* or employment following a suspension at any time from the end of *your* first *CPD* year or

onwards

Origin

Continuing Professional Development - Information for solicitors who work part time (PDF 40K, 2 pages)

Continuing Professional Development: Criteria for exemption from the compulsory elements of the CPD scheme (PDF 70K, 6 pages) – page 4-6

- (1) If *you* have suspended the requirements at any time from the end of *your* first *CPD year* or onwards, and *you* return to work *part-time*, *you* will be required to complete one hour of *CPD* per year, for every two hours worked weekly.

Guidance note

For example, if *you* work 20 hours a week *you* are required to undertake 10 hours of *CPD* per *CPD year*.

- (2) If *you* return to *part-time* legal *practice* or employment after 1 March *you* should calculate *your* annual *CPD* requirement based on the number of hours worked per week, and undertake one-eighth of the annual requirement for each complete month from the date of *your* return to the end of the following *CPD year*.

Guidance note

For example, if *you* return to work on 1 April, and *you* are working 20 hours a week, *you* would be required to undertake eight and three quarter hours of *CPD* up until the end of the *CPD year*.

16. CPD questions on the practising certificate application form

Origin

Continuing Professional Development Guide to the Solicitors Regulation Authority CPD Scheme (1.3M, 32 pages) – page 16

You will be required to confirm whether or not *you* have complied with the *CPD* requirements during the past full *CPD year* when applying for *your* practising certificate.

Guidance note

When applying for a practising certificate in 2011 for example, the question relates to *your* *CPD* position as at 31 October 2010. If *you* are making an application for the first time and have not

completed a full *CPD year*, the 'not applicable' box on the form should be ticked. Likewise, if *you* are subject to the requirement but were out of *practice* during the year, and have suspended the requirements, *you* should tick the 'not applicable' box on the form.

17. Waivers of *CPD* monitoring requirements

Origin

Regulation 42 of the Solicitors' Training Regulations 2009

Continuing Professional Development Guide to the Solicitors Regulation Authority CPD Scheme (1.3M, 32 pages) – page 4

Continuing Professional Development: Waivers of the requirements

Continuing Professional Development: Frequently asked questions for solicitors – page 6

- (1) There are no exemptions from the *CPD* scheme but general waivers apply in relation to *CPD* monitoring as follows:
 - (i) *firms* and organisations with Lexcel/Investors in People accreditation have a waiver from the routine monitoring of in-house *CPD* courses and the requirements to submit details of courses, course tutors and/or discussion group leaders;
 - (ii) *solicitors/REs* in *firms* and organisations with Lexcel/Investors in People accreditation have a waiver from routine monitoring of *CPD training records*, and the requirement to satisfy a minimum of 25 per cent of the *CPD* requirement by participation in accredited courses;
 - (iii) *solicitors/REs* in *firms* holding a Legal Aid franchise have a waiver from routine monitoring of *CPD training records*;
 - (iv) *solicitors/REs* in *firms* and organisations holding ISO 9000 accreditation have a waiver from routine monitoring of *CPD training records*;
 - (v) *solicitors/REs* in *firms* and organisations which are authorised in-house *CPD* providers or part of a *training contract consortium* authorised as in-house *CPD* providers may have a waiver from the requirement to satisfy 25 per cent of their *CPD* requirement by participation in accredited courses, if *you* develop a training plan which is acceptable to the *firm* or *training contract consortium*.
- (2) Even where any of the above waivers are applicable to *you* or *your firm*, the number of *CPD* hours to be completed will not be affected, and *you* are still required to maintain *your* personal *CPD training record* to assist *you* with planning *your CPD* activity.

- (3) In any particular case we have the power to waive in writing any of the provisions of *these regulations* and to revoke such waivers.