Agreement under Section 30 of the *Legal Aid Act 1990* (NT)

This agreement is between Legal Aid NT and the Practitioner.

The parties agree as follows:

Part 1. Preliminary

1. Interpretation

In this agreement, unless the contrary intention appears:

agreement means this document including all schedules, annexures and attachments.

assign or **assignment** means the allocation of a grant of aid to a legal practitioner to perform legal services for an assisted person.

assigned matter means a case matter that is the subject of a grant of aid from Legal Aid NT and which has been allocated to a practitioner for the provision of legal services.

assisted person means a person who has applied for and is receiving the benefit of a grant of aid.

audit means to collect, examine and evaluate information to determine compliance with specified requirements, procedures and standards, or check compliance issues.

compliance issue in relation to the Practitioner means:

a. a breach of the Act,

b. a breach of this agreement,

c. a breach of any guidelines, policies, or standards the Practitioner is required to comply with,

d. a reasonable concern about the provision of legal services in an assigned matter,

e. a reasonable concern about the Practitioner's continuing ability to provide legal services as a member of a panel, or

f. a reasonable concern about the Practitioner's continuing eligibility for membership of a panel.

grant of aid means the funding of legal services by Legal Aid NT.

Legal Aid NT means the Northern Territory Legal Aid Commission, established under the Act.

legal services means services provided by a practitioner that are funded by Legal Aid NT.

legal practitioner means an Australian legal practitioner within the meaning of s 6 of the *Legal Profession Act 2006* (NT).

LSNT means the Law Society Northern Territory**.**

panel means the list or lists maintained by Legal Aid NT of legal practitioners approved to provide legal services to assisted persons.

Practice Guidance Note: guidelines issued by Legal Aid NT in relation to the standard of service expected by Legal Aid NT for a particular legal service.

scale of costs means the scale of costs set by Legal Aid NT as amended from time to time.

the Act means the *Legal Aid Act 1990* (NT) and the *Legal Aid Regulations 1990* (NT).

the Practitioner means the practitioner who has entered into this agreement with Legal Aid NT.

2. **Purpose of agreement**

   This agreement makes provision for the terms upon which the Practitioner will engage with Legal Aid NT and provide legal services as a member of a panel.

3. **Legal Aid NT Guidelines**

   The Practitioner must comply with the Legal Aid NT Guidelines and any other policies, standards, or procedures that Legal Aid NT may specify in writing from time to time.

4. **Notification of changes**

   Legal Aid NT will notify the Practitioner in a timely manner of changes to its relevant processes, procedures, policies and/or guidelines, or of alterations to the agreement.

5. **Duration of agreement**

   This agreement begins on the date of its execution and continues until the Practitioner ceases to be a member of all panels, or the Practitioner is notified of an altered or updated agreement.

6. **Communication**

   Any communication required or permitted under this agreement to the Practitioner or to Legal Aid NT must be in writing.

7. **Previous agreements**

   This agreement supersedes any prior agreement or understanding between the parties in connection with its subject matter.

Part 2. Panel Membership

8. Membership

a. The Practitioner becomes a member of a panel on the date advised by Legal Aid NT to the Practitioner after consideration of the Practitioner's Application for Appointment to the Private Legal Practitioner Panel.

b. The advice of appointment may specify:

i. membership of one or more panels;

ii. any limitations on the legal services the Practitioner is permitted to perform while on a specified panel; and

iii. any requirement on the Practitioner to provide legal services under the supervision of an approved practitioner.

9. Limitations

a. Legal Aid NT may impose limitations on the Practitioner's membership of a panel in accordance with the Act.

b. Legal Aid NT will advise the practitioner where any limitations on panel membership are altered.

10. Duration of membership

The Practitioner remains a member of each panel advised by Legal Aid NT until removed by their own request or by Legal Aid NT.

10.1. Removal by request

A request for removal from a panel must be in writing. The removal will take effect on the date confirmed by Legal Aid NT.

10.2. Removal by Legal Aid NT

a. Legal Aid NT may remove the Practitioner from a panel in accordance with the Act. The removal will take effect on the date advised by Legal Aid NT.

b. The Practitioner may be removed from a panel or panels by Legal Aid NT:

i. On breach of this Agreement by the Practitioner of the Legal Aid NT Guidelines including but not limited to the Conditions of Referral to Private Practitioners, or on the commencement of bankruptcy proceedings, disciplinary proceedings (under the *Legal Profession Act 2006* (NT) or otherwise) or criminal proceedings (other than minor traffic offences) against the Practitioner.

Part 3. Professional, practice, and case management standards

11. Professional standards

In all assigned matters the Practitioner will:

a. Familiarise themselves and comply with the *Legal Profession Act 2006* (NT), *Legal Aid Act 1990* (NT), *Information Act 2017* (NT), the Legal Aid NT Guidelines, the *Australian Solicitors Conduct Rules* (NT), and if applicable, the Northern Territory Barristers' Conduct Rules or other professional conduct rules as applicable, for lawyers doing family law work the Best Practice Guidelines prepared by the Family Law Council and Family Law Section of the Law Council of Australia and the Guidelines for Independent Children's Lawyers if undertaking work as an independent children's lawyer.

b. Familiarise themselves with and apply the Northern Territory Law Society's *Indigenous protocols for lawyers* when representing Aboriginal and Torres Strait Islander persons.

c. Be mindful of the cultural and linguistic diversity of the Northern Territory, of special communication needs, and of the need to engage interpreters.

d. Keep up to date with changes in the law in their nominated areas of practice.

e. Comply with any requirement imposed by Legal Aid NT, as a condition of remaining on the panel, to undertake specified training relevant to the Practitioner's membership of a panel by a nominated time.

12. Practice standards

In all assigned matters the Practitioner will:

a. Take responsibility for the performance of legal services.

b. Act honestly, ethically, and professionally.

c. Treat all parties to the matter with dignity and respect.

d. Provide legal services in an effective, efficient, and economical manner.

e. Comply with relevant professional standards.

f. Conduct matters in which legal assistance has been granted to the standard of care and skill expected of a person who regularly acts in the capacity in which the Practitioner is engaged and who possesses the knowledge, skill and experience of a person qualified to act in that capacity.

g. Inform Legal Aid NT of any circumstances which the Practitioner becomes aware of which may be relevant to the continuation of the grant of legal assistance, including any change in the assisted person's financial situation.

h. Act honestly and in good faith towards Legal Aid NT.

i. Deal with Legal Aid NT staff in a courteous and professional manner.

j. Comply with any practice guidance notes issued by Legal Aid NT.

13. Case management standards

The Practitioner must maintain a separate case file in relation to each assigned matter which:

a. Records the terms of the grant of aid and any approved extensions to the grant of aid,

b. Clearly and prominently records instructions, advice, key dates, actions, and undertakings,

c. Records, in sufficient detail, the nature of the legal services performed and by whom,

d. Includes copies of all documents, correspondence and materials relevant to the matter and to the legal services performed,

e. Is maintained in a manner that ensures the information contained in it is identifiable and accessible, and

f. Is stored in accordance with legal professional obligations.

Part 4. Fees and Costs

14. Professional Fees

In all assigned matters the Practitioner:

a. Will claim payments for completed legal aid work only in accordance with the approved grant of aid and the legal aid scale of costs

b. Will lodge a claim for legal aid work performed within three months from the end of relevant proceedings and/or finalisation of the relevant matter.

c. Will refund to Legal Aid NT any overpayment received by the Practitioner from Legal Aid NT within 10 business days.

d. Must not claim, or seek to claim, any payment from any legally assisted person, in respect of any legal aid matter save for initial financial contributions imposed by Legal Aid NT as a condition of a grant of legal assistance and save and except for where the grant is for disbursement only funding.

e. Must not enter into a private costs agreement with an assisted person unless the grant is for disbursement only funding.

f. Will not be provided payment for the following services:

   i. Completing or submitting an application for legal aid,

   ii. Preparing or submitting a letter of merit,

   iii. Communicating with Legal Aid NT in relation to the grant, and

iv. Preparing any legally aided accounts.

15. Costs and money in trust

In matters where it is a condition of the grant of aid that the client reimburse Legal Aid NT's costs, the Practitioner will:

a. Promptly seek authorisation from the client to retain amounts due to Legal Aid NT for the purposes of reimbursing Legal Aid NT in the approved form and provide a copy of such authorisation to Legal Aid NT.

b. Take all reasonable action to recover costs ordered in favour of the assisted person.

c. Not do anything, take any action, give any advice, or enter into any agreement without Legal Aid NT's written approval that could prejudice:

i. Legal Aid NT's right to recover its costs by way of a contribution.

ii. The assisted person's right to recover costs.

d. Notify Legal Aid NT immediately when any money is received on the assisted person's behalf and to hold in trust and then disburse the money according to Legal Aid NT's instructions.

Part 5. General Obligations

16. Authority to practice

The Practitioner will:

a. Maintain a current practising certificate.

b. Cease to provide legal services in all assigned matters and advise Legal Aid NT immediately in writing if:

i. Their practising certificate becomes subject to any condition, restriction, or qualification.

ii. Their practising certificate is amended, cancelled or suspended.

iii. There is a refusal to grant or renew their practising certificate.

c. The Practitioner will maintain all necessary professional indemnity insurance and provide evidence of this if requested by Legal Aid NT.

17. Relationship with Legal Aid NT

The Practitioner:

a. Is not an employee or an agent of Legal Aid NT.

b. Is considered a 'contract service provider' within the scope of the *Information Act* 2017 *(NT)*. Legal Aid NT is a Public Sector Organisation pursuant to section 5 of

the *Information Act* and the Practitioner will be subject to the provisions of that legislation.

c. Will on becoming aware of bankruptcy proceedings, disciplinary proceedings (under the *Legal Profession Act* 2006 (NT) or otherwise) or criminal proceedings (other than minor traffic offences) commenced against the Practitioner, notify Legal Aid NT within 10 business days.

d. Gives consent to Legal Aid NT to seek and obtain information from any other legal aid commission in Australia in relation to any matter pertaining to decisions to appoint, retain or remove them from the legal aid panel in that jurisdiction.

e. Will inform Legal Aid NT of any current or past disciplinary proceedings commenced in the Northern Territory or other jurisdictions and any conditions imposed on their current or previous practising certificates.

f. Will not solicit or poach a legally aided client from Legal Aid NT's inhouse practice or from another panel member;

g. Will, on Legal Aid NT reassigning a legally aided client to another practitioner, transfer all relevant files to that subsequent practitioner as soon as practicable.

h. Will not charge a legally aided client for any legal work done pursuant to a grant of legal assistance, other than the amount of the client contribution determined by Legal Aid NT.

i. Will advise Legal Aid NT of any change to the Practitioner's e-mail address, business address or other contact details.

18. Reporting to Legal Aid NT

In all assigned matters the Practitioner:

a. Will, within 3 months of completion of a legally aided matter, send the following to Legal Aid NT:

   i. A report on the outcome of the matter, including details of any order for costs,

   ii. An invoice in accordance with the approved grants, and

   iii. An account for all moneys received and paid on behalf of the assisted person during the legally aided matter.

b. Will, on the reassignment of a matter to another practitioner by Legal Aid NT, transfer all relevant files to that legal practitioner as soon as practicable.

c. Will, if reasonably requested to do so:

   i. Provide Legal Aid NT with any information which is relevant to the grant of legal assistance, the services provided to the assisted person, and the costs charged or to be charged for them; and

   ii. Deliver to Legal Aid NT the file or files relating to the matter for which legal assistance was provided.

d. Will permit Legal Aid NT to carry out surveys of clients for whom it has performed legal aid work and must provide Legal Aid NT with such information as Legal Aid NT may reasonably require for such.

19. Audit and Compliance

a. Legal Aid NT may, in its absolute discretion, conduct an audit to investigate, assess and address a compliance issue at any time.

b. Legal Aid NT will give the Practitioner written notice of the intention to conduct an audit.

c. The Practitioner will, within the time specified in the written notice, produce for inspection or deliver such files, records or documents relating to a grant of legal assistance for the purpose of conducting an audit.

20. Complaints

a. The Practitioner must fully cooperate with Legal Aid NT in the investigation of any complaint received by Legal Aid NT against the Practitioner.

b. Legal Aid NT will process all complaints in accordance with Legal Aid NT's Complaints Handling procedures.

c. On receipt of a complaint Legal Aid NT will notify the Practitioner in writing and request a response to the complaint within a stipulated time.

d. The Practitioner agrees to respond to Legal Aid NT within the stipulated time or request an extension of time if required.

PRACTITIONER

SIGNATURE: _____

NAME: _____

DATE: _____

LEGAL AID NT

SIGNATURE: _____

NAME: _____

DATE: _____