

Service Agreement

For the Legal Aid NSW Alternate Private Practitioner Scheme

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PARTIES

LEGAL AID COMMISSION OF NEW SOUTH WALES (“Legal Aid NSW”)

A body corporate established under the *Legal Aid Commission Act 1979 (NSW)* of 323 Castlereagh Street, Sydney NSW 2000 (ABN 81 173 463 438)

and

[INSERT NAME OF LAW PRACTICE] (“the Law Practice”)

[Insert address and ABN of Law Practice]

BACKGROUND

The principal function of Legal Aid NSW is to provide legal aid and other legal services in accordance with the *Legal Aid Commission Act 1979 (NSW)* (“the Act”).

- A. Under s 11(1) of the Act, legal aid may be provided by Legal Aid NSW by such means as it may determine, including by arranging for the services of law practices to be made available, wholly, or partly at the expense of Legal Aid NSW.
- B. To address quality assurance of service delivery in identified regional areas, Legal Aid NSW will provide alternative contractual arrangements for private practitioners to undertake legal aid work in those areas.
- C. Legal Aid NSW has agreed to provide the Law Practice with the Funds to deliver the Services at the Service Location in accordance with this Agreement.
- D. The Law Practice has agreed to provide the Services in accordance with this Agreement.
- E. Legal Aid NSW has determined:
 - a. to appoint the Law Practice having regard to the requirements set out in Legal Aid NSW’s Quality Standards, this Agreement and the response to the EOI; and
 - b. that any nominated Associates are able to undertake legal aid work in accordance with the individual requirements set out in Legal Aid NSW’s Quality Standards and this Agreement.
- F. This Agreement sets out the terms on which Legal Aid NSW and the Law Practice have agreed that the Law Practice and its Associates will undertake the Services.

AGREED TERMS

1. Definitions and Interpretation

Definitions

1.1. In this Agreement the following words have these definitions:

Agreement means this document and its Annexures outlined in Item 11 of the Schedule

Assign or assignment means the allocation of a grant of aid or a disbursement grant to a Law Practice or Associate to perform legal aid work

Audit means to collect, examine and evaluate information to determine compliance with specified requirements, procedures and standards

Assisted person means a client who is receiving the benefit of a grant of aid or minor assistance or advice

Associate means “associate” as defined by the *Legal Profession Uniform Law 2014 (NSW)*, namely a person who is one or more of the following:

- a principal of the Law Practice
- a partner or employee of the Law Practice
- a legal practitioner who is a consultant to the Law Practice

Ceasing to allocate work means Legal Aid NSW will cease to allocate new legal aid work to the Law Practice or Associate

Confidential Information means any personal or health information under the *Privacy and Personal Information Protection Act 1998 (NSW)* or the *Health Records and Information Privacy Act 2002 (NSW)*, belonging to a Party, and includes any information subject to sections 25 and 26 of the *Legal Aid Commission Act 1979 (NSW)*, and any technical, proprietary and operational information, and other commercially valuable information of any kind (excluding any information which at the time of disclosure is already in the public domain or is required to be disclosed by law).

Duty work is defined as Local Court matters including first appearances, adjournments, mentions, bail applications and pleas. “Duty” matters do not include defended hearings, matters requiring expenditure and committal hearings.

Funds mean the amounts to be paid to the Law Practice by Legal Aid NSW as set out in Item 10 of the Schedule

Grant of aid means the provision of legal aid under Part 3 of the *Legal Aid Commission Act 1979 (NSW)*

Grants Online is the online system administered by Legal Aid NSW that is used to assign, transfer, and pay for legal aid work to a Law Practice

Initial Term means the term set out in Item 5 of the Schedule

Law Practice is a “law practice” defined by the *Legal Profession Uniform Law 2014 (NSW)* as:

- a sole practitioner (including a barrister)
- a law firm
- an incorporated legal practice, or
- an unincorporated legal practice

Legal aid work means:

- legal services provided to a legally assisted person under a grant of aid; and
- duty work

Legal practitioner means an Australian legal practitioner as defined by the *Legal Profession Uniform Law 2014 (NSW)* who holds a current Australian practising certificate

Notifiable incident means an incident that requires notification under the ss35 – 37 of the *Work Health Safety Act 2011 (NSW)*

Principal of the Law Practice means the principal or partner of the Law Practice authorised as the representative for the Law Practice

Privacy Legislation means the *Privacy and Personal Information Protection Act 1998 (NSW)* and the *Health Records Information and Privacy Act 2002 (NSW)*

Quality Standards means the Legal Aid NSW Quality Standards that form part of this Agreement

Scheme is the scheme specified in Item 1 of the Schedule

Service Location is specified in Item 2 of the Schedule

Services mean the services to be provided by the Law Practice as set out in Item 6 of the Schedule

Sole practitioner means an Australian legal practitioner who engages in legal practice on his or her own account

Working with children check clearance means an authorisation that is in force under the *Child Protection (Working with Children) Act 2012* to engage in child-related work.

Interpretation

- 1.2. Unless expressed to the contrary, in this Agreement;
- headings are for convenience only and do not affect interpretation
 - words in the singular include the plural and vice versa
 - if a word or phrase is defined, its other grammatical forms have corresponding meanings.

Warranty

- 1.3. The Law Practice warrants all representations and undertakings made by the Principal and warrants the Principal as having authority, including by delegation, to bind the Law Practice.

Nature of agreement

- 1.4. The Law Practice agrees it will undertake all the Services as specified in Item 6 of the Schedule as an independent service provider and not as an employee or contractor.
- 1.5. The parties acknowledge and agree that nothing in the Agreement creates any employment, partnership, agency or joint venture relationship between the parties.
- 1.6. A party does not have the authority to bind the other party or incur any liability or make any representation on behalf of the other party.

2. Duration of Agreement

- 2.1. This Agreement commences on the date of its execution by both parties and continues for the Initial Term unless earlier terminated by a party in accordance with clause 11 or varied or extended by Legal Aid NSW in accordance with the Agreement.
- 2.2. Legal Aid NSW may elect to extend the Term by notifying the Law Practice in writing no later than 30 days prior to the expiry of the Initial Term.

3. Conduct of legal aid work

- 3.1. The Law Practice must ensure that the Law Practice and any Associates undertaking legal aid work comply with;
- 3.1.1. the *Legal Aid Commission Act 1979 (NSW)*
- 3.1.2. the *Legal Profession Uniform Law 2014 (NSW)*

- 3.1.3. the Quality Standards listed and hyperlinked in the Schedule at Item 11, Annexure A
 - 3.1.4. the *Work Health and Safety Act 2011 (NSW)* and associated regulations made under that Act; and
 - 3.1.5. any other legislative obligations of Legal Aid NSW or Legal Aid NSW policies and guidelines relevant to the delivery of the Services, as is reasonably practicable.
- 3.2. Without limiting clause 3.1.5, the Law Practice must take reasonably practicable steps to;
- 3.2.1. risk assess the legal aid work
 - 3.2.2. provide appropriate information, training, instruction and supervision to Associates undertaking the legal aid work
 - 3.2.3. consult with its Associates and other persons in relation to any risks associated with the legal aid work, and
 - 3.2.4. notify Legal Aid NSW immediately of any health and safety Notifiable Incidents arising from the performance of legal aid work. Notifications are to be sent to Legal Aid NSW's Authorised Representative listed in the Schedule.
- 3.3. The Law Practice must ensure that only nominated Associates undertake legal aid work.
- 3.4. The Law Practice must facilitate investigations and/or audits in relation to any legal aid work assigned to the Law Practice or Associates.

4. Assignment of legally aided matters

- 4.1. If the Law Practice through its Associate commences acting for a legally assisted person, then unless clause 4.4 or clause 4.5 applies, the Law Practice must retain carriage of the matter. To ensure consistency of service to the client it is expected that an Associate will represent the client for the entire carriage of the matter.
- 4.2. If the Law Practice is unable to act in a matter where a grant of aid is required, having regard to the minimum service requirement set out in Item 7 of the Schedule, the Law Practice must submit an Application for Legal Aid through Grants Online on behalf of the client, and select the option for the application to be assigned to another law firm.
- 4.3. If the Law Practice is unable to retain carriage of the matter under a grant of aid, the Law Practice must immediately notify Legal Aid NSW through

a Transfer Request via Grants Online and follow the instructions of Legal Aid NSW, including the Law Practice providing Legal Aid NSW within seven (7) days a reason why the matter is requested to be re-assigned.

- 4.4. Legal Aid NSW may reassign any matter previously assigned to the Law Practice or an Associate in accordance with the re-assignment policy.
- 4.5. If Legal Aid NSW reassigns a matter, the Law Practice must, on request by Legal Aid NSW, promptly transfer the file as directed by Legal Aid NSW.

5. Obligations of the Law Practice

5.1. Service Delivery

The Law Practice must at all times;

- 5.1.1. deliver the Services as outlined in Item 6 of the Schedule
- 5.1.2. meet the Minimum Service Requirements as outlined in Item 7 of the Schedule
- 5.1.3. comply with the Service Guidelines outlined in Item 8 of the Schedule
- 5.1.4. comply with any Annexures to this Agreement as outlined in Item 11 of the Schedule; and
- 5.1.5. agree to the Acknowledgements by Law Practice as outlined in Item 9 of the Schedule.

5.2. Standards of work

The Law Practice must ensure that any Associate;

- 5.2.1. undertakes legal aid work in an effective and efficient manner and ensure all legal aid work is performed to a high professional and ethical standard
- 5.2.2. act honestly and in good faith in all dealings with Legal Aid NSW
- 5.2.3. promptly respond to requests from Legal Aid NSW for information or documents, including but not limited to a notification for audit; and
- 5.2.4. performs the work safely and follows all health and safety procedures notified to them by the Law Practice.

5.3. Client care

The Law Practice must maintain effective systems for client care, case management, staff supervision and professional business conduct that conform with any requirements set out in the Quality Standards.

5.4. File management

The Law Practice must;

- 5.4.1. maintain a record of all working with children check clearances for their staff, where it is required by law; and
- 5.4.2. ensure any Associate permitted to undertake legal aid work are notified and give express consent to the sharing of information between Legal Aid NSW and the Law Practice. The information may relate to personal and sensitive information. The Law Practice must maintain this record of consent from each of its Associates and Principals.

5.5. Reporting

- 5.5.1 The Law Practice must provide Legal Aid NSW with the Reports as specified in Item 6 of the Schedule.

5.6. Grants and fees

The Law Practice must;

- 5.6.1. undertake legal aid work at the relevant [Legal Aid NSW fee scales](#) that are published on the Legal Aid NSW website
- 5.6.2. obtain the prior written approval from Legal Aid NSW through Grants Online before briefing Counsel or incurring any costs or disbursements in a legally aided matter
- 5.6.3. use the Grants Online system to lodge applications for legal aid, applications for extensions of grants of legal aid, requests for transfers of grants, appeals to the Legal Aid Review Committee, File Outcome forms, and invoices, and to communicate with Legal Aid NSW about matters assigned to the Law Practice and Associates; and
- 5.6.4. comply with the Terms and Conditions for Use of Grants Online available on the Legal Aid NSW website.

5.7. Notifications to Legal Aid NSW

The Law Practice must immediately notify Legal Aid NSW in writing if;

- 5.7.1. an Associate leaves the Law Practice
- 5.7.2. an Associate is convicted of or charged with any of the Disqualifying Offences set out in Schedule 2 of the *Child Protection (Working with Children) Act 2012 (NSW)* and is or will be providing legal services in any matter to a person under the age of 18 years
- 5.7.3. an Associate has a working with children check clearance refused, cancelled, revoked or interim barred
- 5.7.4. bankruptcy or professional disciplinary investigation or proceedings has been commenced against any Law Practice, or Associate who undertakes legal aid work, or any circumstances that could give rise to a claim for unsatisfactory professional misconduct or professional misconduct.
- 5.7.5. an Associate who undertakes legal aid work is charged with any criminal offences except summary traffic offences or is subject to a final Apprehended Violence Orders (AVO) under *Crimes (Domestic and Personal Violence) Act 2007 (NSW)* or equivalent across Australian States or Territories
- 5.7.6. a court, tribunal or professional body expresses concern about the conduct of a matter during any legal proceedings
- 5.7.7. a court, tribunal or professional body investigates a Law Practice or Associate who undertakes legal aid work
- 5.7.8. a finding of workplace misconduct is made by an investigating body concerning an Associate who undertakes legal aid work.

6. Obligations of Legal Aid NSW

- 6.1. Legal Aid NSW agrees to pay the Funds to the Law Practice at the times and in the amounts as specified in Item 10 of the Schedule, subject to the Law Practice meeting its obligations under the Agreement.
- 6.2. Legal Aid NSW will notify the Law Practice in a timely manner of changes to relevant fee scales, policies, guidelines and the Quality Standards.

7. Payment

- 7.1. The Law Practice agrees that;
 - 7.1.1. Payment of all or part of the Funds is not an admission by Legal Aid NSW that the Law Practice has met its obligations under the Agreement; and

7.1.2. Unless expressly provided in the Agreement, the Law Practice is responsible for all costs and expenses in relation to the Services and the performance of its obligations under the Agreement.

8. GST

- 8.1.** GST means goods and services tax as defined in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.
- 8.2.** The Parties agree that any and all amounts referred to in this Agreement are exclusive of GST and that if GST is imposed on any supply made under this Agreement, Legal Aid NSW will pay the GST at the same time as the consideration due under this Agreement.

9. No lien

- 9.1.** The Law Practice is not entitled to a lien over any papers, files or documents received by the Law Practice while undertaking legal aid work.

10. Audit & Review

- 10.1.** Legal Aid NSW will review and evaluate the Scheme at twelve (12) months, from the commencement date of this Agreement, or as required by Legal Aid NSW.
- 10.2.** Legal Aid NSW may, at any time and in relation to any legal aid work assigned to the Law Practice or an Associate, carry out an audit of the Law Practice or an Associate in respect to any one or more of the following;
- 10.2.1. claims for payments
 - 10.2.2. compliance with this Agreement
 - 10.2.3. complaints about legal aid work undertaken by the Law Practice or an Associate; and
 - 10.2.4. for quality assurance.
- 10.3.** When Legal Aid NSW gives the Law Practice notice of its intention to carry out an audit, the Law Practice must produce for inspection all files, records or documents requested by Legal Aid NSW and within a reasonable time nominated by Legal Aid NSW.
- 10.4.** If Legal Aid NSW so requests, the Law Practice must allow Legal Aid NSW to attend the premises of the Law Practice to carry out part or all of any audit of the Law Practice or an Associate.

- 10.5.** The Law Practice must comply with any reasonable direction of Legal Aid NSW to take particular action or to resolve an issue identified by Legal Aid NSW during an audit in a specified time frame.
- 10.6.** In addition to any other rights Legal Aid NSW may have, where as a result of an audit, Legal Aid NSW identifies that the Law Practice owes money to Legal Aid NSW, Legal Aid NSW may direct the Law Practice to pay to Legal Aid NSW the amount owing within fourteen (14) days, failing which, Legal Aid NSW may deduct from future payments to the Law Practice the amount determined by Legal Aid NSW to be owing.

11. Termination

11.1. Termination With Fault

Legal Aid NSW may issue a written notice of breach to the Law Practice (and where the Law Practice consists of multiple parties, to one or all of those parties), if, in the reasonable opinion of Legal Aid NSW, the Law Practice or its Associate has;

- 11.1.1. failed to meet or otherwise breached its obligations under this Agreement
 - 11.1.2. behaved in a way that has the potential to bring Legal Aid NSW into disrepute
 - 11.1.3. behaved in a way that renders the Law Practice or Associate unable to deliver legal aid services to the required standard
 - 11.1.4. behaved in a way that causes Legal Aid NSW to lose confidence in the Law Practice or Associate;
 - 11.1.5. behaved in a way that requires Legal Aid NSW to investigate the Law Practice or Associate relating to conduct or circumstances that have caused, or have the potential to cause detriment, loss or harm to Legal Aid NSW or its reputation, Legal Aid NSW funds and/or an assisted person; or
 - 11.1.6. failed to comply with health and safety legislation.
- 11.2.** If a notice of breach is issued under Clause 11, the notice will provide the Law Practice with;
- 11.2.1. details of the actions Legal Aid NSW intends to take and the reasons for any proposed action; and

11.2.2. fourteen (14) calendar days to provide written submissions in response to the notice.

11.3. If the Law Practice fails to respond to a clause 11.1 notice to the satisfaction of Legal Aid NSW, Legal Aid NSW may take any of the following actions;

11.3.1. provide support and intervention to the Law Practice

11.3.2. allow the Law Practice or an Associate to continue to undertake legal aid work with conditions, limitations or restrictions

11.3.3. deem an Associate ineligible to undertake legal aid work

11.3.4. terminate the Agreement; and/or

11.3.5. take any further action considered necessary by Legal Aid NSW, including taking no further action.

11.4. Termination Without Fault

Either party may terminate the agreement at any time for any reason by giving the other party three (3) month's written notice and each party agrees to bear their own costs incurred as a result of the termination.

12. Variation

12.1. This Agreement may be varied by Legal Aid NSW in its absolute discretion by providing the Law Practice with one month's written notice.

12.2. The Law Practice may apply to Legal Aid NSW for approval for another Associate to carry out legal aid work during the term of this Agreement. Such Associate must not commence legal aid work until Legal Aid NSW has provided written approval.

13. Transfer

This Agreement cannot be transferred or assigned to another Law Practice.

14. Privacy

14.1. In addition to clause 5.4.2, the Law Practice must, when it collects, uses or discloses personal or health information in the course of undertaking legal aid work, comply with the Privacy Legislation, relating to the collection, use, access, storage and disclosure of personal or health information that applies to Legal Aid NSW as if the Law Practice was subject to those laws.

- 14.2. The Law Practice agrees to comply with any direction of Legal Aid NSW in respect of compliance with the Privacy Legislation.
- 14.3. Where a Party becomes aware of any breach or possible breach of this clause, that Party must immediately notify the other Party of the breach. For the avoidance of doubt, a breach by a party under this clause constitutes a breach of this Agreement.
- 14.4. The Law Practice acknowledges that Legal Aid NSW will notify the NSW Privacy Commissioner and any affected persons in respect of any eligible data breach under the Mandatory Notification of Data Breach Scheme in accordance with Part 6A of the *Privacy and Personal Information Protection Act 1998 (NSW)*.

15. Confidentiality

- 15.1. Subject to clause 15.2, each party agrees not to disclose Confidential Information of the other party without the prior written approval of such other party.
- 15.2. A party may disclose Confidential Information of the other party to the extent that the Confidential Information is;
 - 15.2.1. reasonably required by any persons performing obligations in relation to the Agreement
 - 15.2.2. already in the public domain; or
 - 15.2.3. authorised or required by law to be disclosed.
- 15.3. Where a Party becomes aware of any breach or possible breach of this clause, that Party must immediately notify the other Party of the breach. For the avoidance of doubt, a breach by a party under this clause constitutes a breach of this Agreement.

16. Dispute Resolution

- 16.1. This clause applies to any dispute which arises between the parties in relation to the Agreement.
- 16.2. If any dispute arises in relation to this Agreement, the parties agree to endeavour to settle the dispute between themselves and in good faith.
- 16.3. If the dispute is not resolved within fourteen (14) days after written notice of the dispute has been given by one party to the other, the parties agree to refer the dispute to a mediator appointed by the President of the Law Society of the State of NSW and the mediator's costs will be shared equally between the parties.

16.4. Notwithstanding the existence of a dispute, the parties agree to continue to perform their obligations under the Agreement, unless the nature of the dispute renders it impossible to do so.

17. Notice

17.1. Any notice to or by a party under this Agreement must be in writing and signed by an authorised officer of the sender.

17.2. The notice must be sent to the address for the party as set out in Item 3 or 4 of the Schedule or as notified by the party from time to time.

17.3. A notice will be regarded as given and received;

17.3.1. if delivered by email, when sent to the addressee's nominated email address

17.3.2. if delivered by hand when delivered to the addressee

17.3.3. if sent by post, three (3) business days from and including the date of postage.

18. Insurance and Indemnity

18.1. The Parties to this Agreement are individually responsible for ensuring that the appropriate professional indemnity and public liability insurance is held and maintained to cover the liability under this Agreement

18.2. Each party will produce evidence of professional indemnity and public liability insurance if requested.

18.3. In the event that the Law Practice or its Associates;

a) breaches this Agreement; and/or

b) engages in any unlawful or negligent act or omission in connection with this Agreement,

the Law Practice indemnifies Legal Aid NSW from and against any costs, liability, loss or damages arising in connection with this Agreement. The Law Practice's liability to indemnify Legal Aid NSW will be reduced proportionately to the extent that any unlawful or negligent act or omission of Legal Aid NSW contributed to the relevant costs, liability, loss or damages.

19. General

19.1. Jurisdiction

This Agreement will be governed by and construed according to the laws of New South Wales and the parties agree to submit to the jurisdiction of the Courts of that State.

19.2. Entire Agreement

The Agreement represents the entire agreement between the parties and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

DRAFT

EXECUTION

Executed as an Agreement on [insert date]

Signed for and on behalf of **Legal Aid NSW (ABN 81 173 463 438)** by its authorised representative, who warrants by signing that they have the authority to sign this Agreement:

Signature of authorised person

Signature of witness

Print name and position held

Print name

Date

Signed by [Law Practice name] ABN [#Insert Law Practice ABN] by its authorised representative, who warrants by signing that they have the authority to sign this Agreement:

Signature of Principal

Signature of witness

Print name and position held

Print name

Date

SCHEDULE

1.	Scheme	Deliver a consistent, high quality criminal law duty service to Belmont Local Court to better meet the needs of socially and economically disadvantaged clients
2.	Service Location	Belmont Local Court 530 Pacific Highway Belmont NSW 2280
3.	Authorised Representative for Legal Aid NSW	Cherie Pittman Director Legal Services 323 Castlereagh St, Sydney NSW 2000 T: 02 9134 9383 E: cherie.pittman@legalaid.nsw.gov.au
4.	Authorised Representative for Law Practice	[Insert contact details]
5.	Initial Term and Extension	2 years from the commencement date with an option to extend for a further 1 year
6.	Services	<p>1. Duty work</p> <p>Attend every criminal law duty list day at Belmont Local Court and appear for clients in all criminal law duty matters:</p> <ol style="list-style-type: none"> a. The Law Practice must arrange for two (2) Associates to attend every duty list day as well as provide one (1) Associate to be available on non-list days for fresh custody matters. b. Subject to (c), the Associate must represent all individuals who qualify for legal aid in the following matters: <ol style="list-style-type: none"> i. Pleas of guilty and sentence matters in summary State and Commonwealth charge matters and indictable charge matters which may be dealt with summarily ii. Bail applications, bail variations and breaches of bail (noting that the Means Test does not apply to first bail applications) iii. Mentions and adjournments iv. Section 14 applications (except for those under a grant of legal aid). c. Where the Law Practice does not have capacity to attend to all legal aid matters on a list day, their delegated Associate or a

		<p>Legal Aid NSW in-house solicitor may assist the Associate as back up duty lawyer.</p> <p>d. Attend to all administrative matters resulting from all duty work, such as:</p> <ol style="list-style-type: none"> i. Completing a duty form for each duty service and ensure the client signs the form. Each form must be retained for audit purposes. ii. Submit duty tax invoices through Grants Online as soon as possible, preferably the week of the duty appearance iii. Lodging applications and extensions via Grants Online iv. Obtaining client verification documentation v. Payments of Legal Aid contributions, where applicable vi. Reporting letters vii. Collect statistics on: <ul style="list-style-type: none"> • duty services provided, numbers/days per month • Statistics of G/NG pleas • Statistics of section 14 applications • Number of matters conflicted/referred/re-assigned. <p>2. Defended hearings</p> <ol style="list-style-type: none"> a. Take carriage of all matters arising from the duty work where a plea of not guilty is entered. b. A practitioner should not set a matter down for hearing unless the defendant has a grant of aid c. Maintaining a file for each defended hearing.
<p>7.</p>	<p>Minimum Service Requirements</p>	<p>1. Duty work</p> <p>All duty matters except where special circumstances arise, such as where the Law Practice or Associate is conflicted from acting for a client or the Associate attending the Court is unavailable, and the Law Practice must either arrange for their Delegated Associate to attend or contact the Newcastle Legal Aid NSW office as soon as possible for back up arrangements.</p>

		<p>2. Defended hearings</p> <p>All defended hearings arising from the duty work, with a minimum requirement of having on foot 6 defended hearing matters on a monthly basis.</p> <p>The Law Practice can refer a defended hearing matter back to Legal Aid NSW in accordance with Clause 4 where there is a conflict of interest issue or where the Law Practice’s capacity is exceeded.</p>
<p>8.</p>	<p>Service Guidelines</p>	<p>General</p> <ol style="list-style-type: none"> 1. An Associate must arrive at Court on time on duty list days, between 8.30am – 9.00 am. 2. An Associate will attend to duty work on a non-list day for fresh custody matters. 3. Law Practice must not delegate any work to non-panel members except for duty work to their nominated Delegated Associates, and if they are unable to act for a client, the matter is to be referred back to Legal Aid NSW in accordance with Clause 4. 4. An Associate must not appear in EAGP Proceedings, except where appearing as an agent on behalf of Legal Aid NSW in-house Practitioners. Where the Law Practice is required to appear as an agent for Legal Aid NSW, they are to submit a Tax Invoice through Grants Online and will be paid in accordance with duty rates. 5. Where a matter requires any disbursement, such as an expert report, an application for legal aid must be lodged by the Law Practice. 6. An Associate has the same duties towards the defendant as would apply to a private client under the normal solicitor-client relationship. 7. A practitioner is obliged to abide by professional standards of conduct, including behaving with courtesy and respect in their dealings with staff of Legal Aid NSW, clients, the courts, and other members of the legal profession. <p>Duty Room</p> <ol style="list-style-type: none"> 1. The Law Practice and its Associates may use the “Duty Room” at Belmont Local Court for the purposes of carrying out the Services.

		<p>2. Legal Aid NSW has no right, title or interest in the Duty Room and does not confer any such right, title or interest to the Law Practice including a right to use.</p> <p>3. The Law Practice acknowledges the Duty Room is the property of the Court and Legal Aid NSW has no liability or responsibility in relation to the Duty Room.</p> <p>4. The Law Practice may use the office equipment and stationery contained in the Duty Room for their use during the tenure of the Scheme.</p> <p>5. Legal Aid NSW agrees to keep stationery stocked in the Duty Room and that the printer remain for the term of the Scheme.</p> <p>6. The Law Practice is responsible for liaising with the Court to organise access (such as swipe cards or keys) where required.</p> <p>7. The Law Practice undertakes to keep the room locked/secure when not in use and takes full responsibility for any files and client information stored in the Duty Room.</p> <p>Means</p> <p>1. The Means Test is applicable to all duty matters, except for Children’s matters and first appearance bail applications</p> <p>2. Associates must have a sound understanding of Legal Aid NSW policies and guidelines, including client eligibility policies such as the Means Test and verification guidelines.</p> <p>3. The Associate may appear on behalf of an applicant who satisfies the means test on the first occasion without sighting verification documents. The Associate must not appear on subsequent occasions unless verification documents are sighted.</p> <p>4. An Associate should sight any verification documents the client has in their possession. These may include a Centrelink Pensioner Concession card, a Centrelink Statement of Benefit, a payslip and bank statements. The documents should be retained on file or copied if possible. If unable to be retained or copied, details of the documents sighted should be recorded on the Application form.</p>
<p>9.</p>	<p>Acknowledgments by Law Practice</p>	<p>1. A Principal or an eligible Associate is on the Legal Aid NSW Summary Criminal Law Panel</p>

		<ol style="list-style-type: none"> 2. Able to access Belmont Local Court within a 45-60 minute commute 3. Three years post-admission experience and devotion of not less than 50% of normal full-time practice to the area of criminal law in each year of the past three year period 4. Experience or capacity to conduct criminal duty list work in a Local Court 5. Proven experience delivering high quality legal services to socially and economically disadvantaged clients, both in person and electronically, and a demonstrated understanding of the complex needs of these clients. 6. Demonstrated cultural competency and experience acting on behalf of Aboriginal and Torres Strait Islander clients. 7. Ability to provide a responsive service to the needs of Legal Aid NSW and its clients within the Belmont/Newcastle area. To satisfy this requirement, it would generally be expected that the principal place of business of the practitioner would be located within or in close proximity (within 45-60 minutes) to Belmont Local Court. 8. Knowledge of Legal Aid NSW policies, guidelines and procedures to determine applications of legal aid on a duty basis and advise clients about eligibility; or the capacity to rapidly acquire such knowledge. 9. Willingness and ability to comply with Legal Aid NSW reporting and administrative requirements, as outlined in the Service Agreement.
<p>10.</p>	<p>Funds</p>	<p>1.Duty Work</p> <p>i)Duty work will be paid in accordance with the Duty Fee Scale applicable on the date the work was undertaken, as follows:</p> <p style="padding-left: 40px;">a. Volume of rates to be negotiated.</p> <p>ii. The Law Practice acknowledges that the Funds paid for Duty Work are inclusive of their administrative costs and attendance at Court users groups or liaison with Belmont Local Court registry.</p> <p>iii. Funds will be paid upon satisfactory completion of the work and upon receipt of a valid Tax Invoice lodged through Grants Online.</p>

		<p>2. Defended Hearings Will be paid in accordance with the Legal Aid NSW fee scale through Grants Online to the firm to whom the grant is assigned.</p> <p>3. Travel and expenses There will be no additional payment for travel and expenses for the Law Practice servicing the Belmont Local Court.</p>
11.	Annexures	A. Quality Standards

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