



Family Violence & Cross-Examination Scheme

Guidelines for Lawyers

The Family Law Act 1975 provides in s102NA that direct cross examination is prohibited in certain circumstances and must instead be conducted by a legal representative. The Commonwealth has established a Scheme to provide representation to parties subject to the ban on cross-examination who are not otherwise legally represented.

Funding for the **Scheme** is provided by the Commonwealth and administered in New South Wales by Legal Aid NSW.

The purpose of this funding is to prevent personal cross-examination at the final hearing of the matter. This means that funding will in most circumstances be limited to the work undertaken in the three months before the final hearing. Solicitors participating in the **Scheme** are not required to correct material already filed in the matter and must be ready to proceed on the trial date provided to them at the time they accept an **offer**.

Legal Aid NSW will arrange legal representation for parties who are subject to the ban on cross-examination who apply to the Scheme. Legal Aid NSW has established a **List** of solicitors to deliver legal services under the **Scheme**.

Allocation of work to a solicitor under the **Scheme** is not a grant of legal aid.

Defined Terms

Scheme: The program funded by the Commonwealth to provide legal representation to parties subject to the ban on direct cross-examination under the measures in Division 4 of Part 11 of the *Family Law Act 1975*.

Guidelines: Any Guidelines developed by Legal Aid NSW for the delivery of legal services under the **Scheme**.

Quality Standards: The Legal Aid NSW [Service Agreement](#) and [Quality Standards](#) applicable to private lawyers whose law practices are appointed to a Legal Aid NSW panel and undertake any Legal Aid work.

Solicitor: A solicitor providing services under the **Scheme**.

Offer: An offer by Legal Aid NSW to engage the solicitor to deliver legal services under the **Scheme**.

List: The list of solicitors established by Legal Aid NSW to deliver legal services under the **Scheme**.

Solicitor's Obligations

1. The **solicitor** will comply with the Legal Aid NSW Service Agreement, Quality Standards and these Guidelines and any applicable Legal Aid NSW policies or administrative requirements as amended (or as applicable) from time to time.
2. When delivering legal services the **solicitor** will comply with the Legal Aid NSW Service Agreement and **Quality Standards** to the extent that they are relevant to legal services provided under the **Scheme**, as though the solicitor was representing the client under a grant of legal aid.
3. The **solicitor** is funded to provide services under a limited retainer. The retainer does not include the undertaking of any work to correct material already filed by the client. When delivering legal services the **solicitor** will:
 - a. commence work on the matter on the date specified in the allocation letter;
 - b. continue with the matter as it has been prepared to that date, and is not expected to correct material already filed by the client;
 - c. be ready to proceed on the trial date specified in the allocation letter.
4. The **solicitor** will promptly accept or reject an **offer** after the solicitor carries out a conflict check.
5. The **solicitor** will file a Notice of Address for Service immediately following acceptance of an offer.
6. The **solicitor** will use Grants Online for submitting and receiving correspondence, invoices and other documents in relation to work allocated under the **Scheme**.
7. The **solicitor** will respond promptly to requests for information from Legal Aid NSW.
8. The **solicitor** will accept payment of fees and reasonable disbursements from Legal Aid NSW in accordance with the applicable fee scale.
9. The **solicitor** will submit invoices within 14 days after the services to which those invoices relate are delivered by the **solicitor**.
10. The **solicitor** will notify Legal Aid NSW if the client's conduct effects their eligibility for funding under the scheme and, if funding is terminated, will promptly file a notice of ceasing to act.
11. The **solicitor** will promptly transfer the file in a matter allocated under the **Scheme** if Legal Aid NSW reallocates the matter to a new **solicitor**.
12. The funding will end at the conclusion of the final hearing. If the hearing is not reached and is listed for a date more than three months in the future, the file should be closed and the solicitor

should go off the record and file a notice of ceasing to act. The party should make a new application for funding and Legal Aid will where possible allocate to the same **solicitor**.

13. The **solicitor** will submit the File Outcome Form applicable to matters allocated under the Scheme at the conclusion of the matter.

Inclusion on the list

14. The **solicitor's** name will remain on the **List** until Legal Aid NSW takes the **solicitor's** name off the list.

15. Legal Aid NSW may take the **solicitor's** name off the list in any of the following circumstances:

- a. at the request of the **solicitor**, unless Legal Aid NSW is satisfied that the **solicitor** must remain on the list until the conclusion of any current matter;
- b. if the **solicitor's law practice** ceases to be a member of or they are deemed ineligible for any of the Domestic Violence, Family Law, or Independent Children's Lawyer panels, or ceases to be an accredited specialist in family law;
- c. if the **solicitor's law practice** is removed from any Legal Aid NSW panel;
- d. if LANSW is not satisfied that the **solicitor** has complied with the **Quality Standards**;
- e. if LANSW is not satisfied that the **solicitor** is a suitable person to deliver services under the **scheme**.

Publication and Promotion

16. The **solicitor** agrees to Legal Aid NSW publishing their name and contact details in a list of solicitors participating in the **Scheme**.

17. The **solicitor** may promote that their name is on the **List** using a form of words approved by Legal Aid NSW.