

TERMS OF ENGAGEMENT
(Family Legal Advice Service)

These Terms of Engagement (“Terms”) apply in respect of all work carried out by me for you, except to the extent that I otherwise agree with you in writing.

Fees

You are eligible for the government funded Family Legal Advice Service. This is a limited service available for some Family Law matters. You must let the Legal Services Commissioner know if there is any change in your contact details, employment status, family circumstances or financial details.

Services

The following services are available under the Family Legal Advice Service scheme:

- Checking whether you are eligible for the Service
- Meeting with you to discuss your Family Law dispute
- Explaining the Family Justice System process to you, including Family Dispute Resolution, so that you understand your legal rights, responsibilities and options
- If applicable, advising you of the steps for commencing (or responding to) and pursuing proceedings in the Family Court
- If applicable, advising you of the types of directions and orders the Family Court may make in relation to your dispute
- If applicable, assisting you to complete an originating application and affidavit (or notice of response and affidavit)

Services that we do not provide

The Family Legal Advice Service is a limited service. Unless we expressly agree with you otherwise, we will not:

- Represent you at Family Dispute Resolution or in the Family Court
- Communicate with third parties on your behalf
- Prepare or advise you on any written agreements regarding your dispute
- Advise you about or assist in any way in the resolution of secondary disputes

- Serve or receive service of any documents on your behalf
- My services will end if final agreement is reached or once I have helped you draft an application and affidavit (or notice of response and affidavit), whichever is the earlier.

Please note: If your matter goes to the Family Court you may be eligible for legal representation for part of the Court process. You may be eligible for a separate government grant called Legal Aid from that time.

Confidentiality

I will hold in confidence all information concerning you or your affairs that I acquire during the course of acting for you. I will not disclose any of this information to any other person except:

- to the extent necessary or desirable to enable me to carry out your instructions;
- to the extent necessary or desirable for me to properly and efficiently run my practice;
- to the extent required by law or by the Law Society's Rules of Conduct and Client Care for Lawyers; or
- personal information such as contact details to the extent required by the Family Justice Resolution Management Systems (RMS). This system may be accessed by other Family Justice Service providers (such as counsellors, Family Dispute Resolution Provider, court staff and other lawyers).

By instructing me to act for you please note that you are consenting to disclosure of your information in these circumstances.

I will of course, not disclose to you confidential information which I have in relation to any other client.

Termination

You may elect to discontinue my services at any time.

I may terminate our retainer in any of the circumstances set out in the Law Society's Rules of Conduct and Client Care for Lawyers.

If my retainer is terminated you must pay me all fees due up to the date of termination and all expenses incurred up to that date.

Retention of files and documents

You authorise me to hold and store data, files and documents for you physically and/or electronically. Electronic data may be held by me on servers, personal computers, mobile devices, cloud computing services or in any other manner I utilise in the day to day running of my practice.

You authorise me (without further reference to you) to destroy all physical files and documents for this matter 7 years after our engagement ends, or earlier in the case of files and documents held in an electronic format.

General

These Terms apply to any current engagement and also to any future engagement, whether or not I send you another copy of them.

I am entitled to change these Terms from time to time, in which case I will send you amended Terms.