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INTRODUCTION

The Legal Advice Clinic will enable all Student Advisors to obtain practical experience similar to working in a public or private practice. The Clinic expects Student Advisors to adopt a professional approach to their duties.

The manual sets out the Clinic’s policies, client management procedures and office and administration procedures so that Student Advisors can provide a consistent professional service to clients of the Clinic.

The manual is also a risk management tool. Risk management is the identification, assessment, and prioritisation of risks followed by coordinated and economical application of resources to minimise, monitor, and control the probability and/or impact of unfortunate events. All staff will be involved in reviews of the manual in order to improve risk management practices in the operation of the Clinic.

It goes without saying that to get the most out of the manual and to ‘hit the ground running’ at the Clinic, one should read it from cover to cover and become familiar with all of its content.

Background

The University of the South Australia Legal Advice Clinic was officially opened on 13 May 2011 by The Hon Robert McClelland MP, Attorney-General for Australia.

There is a huge unmet need for legal services in our community. The average person cannot afford a lawyer and very few people are eligible for legal aid – which is only available in very limited circumstances. Access to justice does not just mean the right to a fair trial. Access to justice means access to knowledge about the law and how it affects all members of society, both collectively and individually. Our system of justice offers protection and stability within society but it must be accessible to all sections of the community, and that includes the provision of legal services.

Back in 2000, in its report Managing Justice: A review of the federal civil justice system, the Australian Law Reform Commission recommended that Australian law schools should be encouraged to support programs that highlight the legal profession’s service ideal and promote pro bono legal culture, and also enable students to acquire a deep appreciation of ethical standards. The Legal Advice Clinic aims to achieve both of these goals.

More recently, in 2009, the Commonwealth Attorney General’s Strategic Framework for Access to Justice outlined that Access to justice is central to the rule of law and integral to the enjoyment of basic human rights. It is an essential precondition to social inclusion and a critical element of a well-functioning democracy.

The rule of law is a central feature of a modern democratic society. The rule of law is the fundamental protection that gives people and organisations confidence that the society’s rules (laws) will be respected and upheld, because this is what underpins economic and social cooperation.¹

Access to justice does not only involve access to lawyers and the legal system but it also means access to information, including information about how to resolve disputes or legal problems. So one of the important roles of the legal advice clinic is to provide members of the public with the information that

¹ McLelland, Access to Justice Report, p 1
they may need to make informed decisions about how the law might be affecting their lives, or what protection they may or may not have under the law.

Part of being a member of a profession means to share one’s knowledge with the greater community. Lawyers, as members of the legal profession, have special knowledge and skills derived from research, education and training at a high level. Part of what it means to be a member of a profession is to apply this knowledge and exercise these skills in the interest of others. This is what the clinic is all about.

Law is an instrument of justice. Lawyers have a professional responsibility to understand and employ the law in pursuit of the public good. One of the aims of the Clinic is to foster a pro bono ethic in students. It is expected that many clients of the clinic will be from lower socio-economic backgrounds and may generally be disadvantaged in society. Acting in the best interests of every client is an important aspect of clinical practice. Many of the clients who come to the Clinic may not otherwise have access to legal assistance.

The clinic will exist as a teaching and learning environment, but the pro bono aspect will provide the over-arching philosophy governing the way that advice is given. Access to justice will be a primary focus. On the other hand, clients will be made aware and will be required to acknowledge that the advice is given within a teaching and learning environment.

**What do the students get out of it?**

The Clinic will build directly on the practical skills and experiential learning developed by the Law School curriculum. It will provide a meaningful context for the implementation of skills which otherwise will be learned and practiced only in simulated settings, thus adding value to existing teaching practices and learning outcomes. The Clinic will provide students with the opportunity to gain first-hand experience in interviewing clients in circumstances where detailed instructions have to be obtained. Students will then have to practice their legal drafting skills by converting those instructions into legal documents.

The role of a lawyer requires a high level of maturity, empathy, analytical skill, communication skills and sheer hard work. Whilst they are providing a service to the client, students are also involved in a learning task.

The clinic program not only provides valuable experiences for students who learn the professional skills that they will need in practice, but it also encourages a pro bono culture.

Involvement in the Clinic will provide students with a realistic understanding of the professional environment which they will eventually enter.

Students are required to demonstrate that they can use the knowledge acquired in earlier years at the ‘coal face’ of actual professional practice. This is the culmination of the theoretical knowledge that students have acquired: now they are have to put that knowledge into practice.

The nature of clinical practice is such that no two days are ever the same. Students learn to expect the unexpected. In this way, they are preparing for lifelong learning, knowing that each day they will learn something new. The need to constantly keep abreast of developments in the law is explained in the classroom parts of the course as an aspect of professionalism. In the clinic environment, this becomes a reality, because students constantly have to check legislation, read new cases and apply legal theory to new fact situations.
In addition, it is likely that clients will have multiple issues, some of which will not be legal. For example, clients may have financial problems, health issues or need help with domestic violence. Students will need to think strategically and creatively in order to advise clients in relation to their legal problems, whilst referring them to other organisations for assistance with other issues.

Students who participate in the clinic will learn about client-centred practice. Fundamental attributes of client-centred practice are communication, active listening skills and empathy. Students will not only be required to operate upon their body of legal knowledge (GQ 1) but they will be required to communicate that knowledge in a way that is useful and meaningful to the clients.

**Purpose**

The Legal Advice Clinic provides confidential, free legal advice to the general community. Legal advice is provided by Student Advisors from the Legal Professional and Community Experience elective under the supervision of the Clinic Supervisor, who is a member of the staff and a legal practitioner.

Student Advisors gain practical experience while learning professional legal skills and ethics in a practice environment. Student Advisors will:

- take instructions and reflect on their approach with clients, their fact gathering skills and interview control;
- open and maintain client files and manage these files under the supervision of the Clinic Supervisor;
- develop an understanding of the law with particular relevance and application to a client’s problem(s) and the community;
- develop a strategy to help a client resolve continuing legal issues;
- increase letter writing skills and document production, including drafting pleadings;
- develop an understanding of office administration procedures for legal practice;
- develop skills by working as a team member.

**Staff**

The Clinic staff comprises:

- **Director of Professional Programs, Rachel Spencer**
  Rachel is a Barrister and a Solicitor of the Supreme Court of South Australia. She has overarching responsibility for the Clinic and its development.

- **Clinic Supervisor, Matthew Atkinson**
  Matthew is a Barrister and Solicitor of the Supreme Court of South Australia. He is responsible for the daily operation of the Clinic and supervision of Student Advisors.

- **Reception, Gemma Agnew and Erin Bowler**
  Gemma and Erin provide first point of contact with the client and are responsible for making all client appointments.

- **Student Advisors**
  Under supervision of the Clinic Supervisor, Student Advisors are responsible for the daily operation of the Clinic and the client files which are allocated to them.
PART A – CLINIC POLICIES AND PROCEDURES

Appointments

Initial appointments
The client will ring Reception to make an appointment. Reception will answer all telephone calls from potential clients as follows:

“Thank you for your interest in the UniSA Legal Advice Clinic. Before I make the appointment, I’ll just let you know:

- the Clinic is a free service;
- the Clinic is staffed by law students who are supervised by a legal practitioner;
- the first appointment involves an interview with a law student to assess whether the Clinic can help you;
- if the Clinic cannot help you, they will try to provide you with a referral to another appropriate service;
- the Clinic cannot represent you in Court.

Would you like to make an appointment?”

If the person wants to make the appointment, Reception will:

- take the name, address, and telephone number(s) of the client;
- ask the client if they can be contacted and/or leave a message on the telephone number(s) they provide and record this with the client’s details;
- advise the client to come to Reception and provide clear directions.

If the client wants to say anything about their matter, Reception MUST say to that client:

“I am not a lawyer and I cannot provide you with any advice about your matter. If you need to speak to somebody urgently, I can give you the number of the Legal Services Commission telephone advice line which is 1 300 366 424.”

Subsequent appointments
Student Advisors will refer clients to Reception to make appointments. Student Advisors will NOT make appointments on behalf of clients without the permission of the Clinic Supervisor.

When the Clinic Supervisor gives the Student Advisor approval to make an appointment, the Student Advisor must take the client to Reception and be present when making the appointment; this ensures all parties agree on a suitable time and date.

Appointment times
The Director of Professional Programs, in consultation with the Clinic Supervisor, will determine agreed appointment times at the commencement of the semester.

The Clinic Supervisor may approve the Student Advisor seeing a client for subsequent appointments outside of the predetermined appointment times. This will be at the discretion of the Clinic Supervisor in every case.
Allocation of appointments and files to Student Advisors

The Clinic Supervisor will assign appointments and files as fairly as possible having regard to the available number of Student Advisors, and ensuring Student Advisors do not take on more work than they can reasonably and safely manage.

The Clinic Supervisor will continually monitor and review Student Advisor’s allocated files to ensure they are kept at a manageable level and that strict supervision of the Student Advisors is provided.

Clinic Practice

Assistance offered

The Director of Professional Programs, Clinic Supervisor, and Student Advisors CANNOT represent clients in any way.

Student Advisors can assist clients by:

- giving oral advice;
- giving written advice;
- writing letters on behalf of clients for clients to deliver to the other party;
- preparing court documents for clients to file;
- undertaking research;
- referring to other legal assistance providers and organisations when appropriate;
- giving brochures to clients.

Eligibility

The Clinic Supervisor will decide if any member of the community is eligible for assistance from the Clinic. In exercising this discretion, the Clinic Supervisor must have regard to the Clinic's commitment to assisting a person to understand where they may be able to obtain assistance, even if that person’s problem cannot be dealt with by the Clinic.

The Clinic Supervisor will decide if a client is eligible to get legal advice or continuing assistance by having regard to:

- their own particular knowledge and expertise;
- the capacity of the Clinic to help a client to resolve their legal problem(s);
- the number of available Student Advisors and their current workloads;
- the risk(s) associated with advising and assisting a client to resolve their legal problem(s);
- the client’s eligibility or ability to access other legal service providers.

The Clinic will NOT provide any advice or assistance in the following circumstances:

- when the issue involves the University of South Australia - UniSA Code of Ethical Conduct [http://www.unisa.edu.au/policies/codes/ethics/ethics.asp];
- when the client already has a lawyer acting for him or her;
- when the matter involves wills and estates, powers of attorney or guardianship, or personal injury.
Preparation of Court documents

The Clinic can draft Court documents for clients, which must be prepared in the client's name alone. Court documents MUST NEVER state that the Clinic:

- is acting for the client or being on the Court file;
- is an address for service;
- is a place of contact for the Court to correspond with the client.

The Clinic does not file or serve Court documents. When a Student Advisor has prepared the documents, the Student Advisor must:

- NEVER give any document to a client without getting the Clinic Supervisor's permission;
- have all the documents vetted by the Clinic Supervisor;
- after consultation with the Clinic Supervisor, give the client advice about documents and any critical date(s) together with information about filing, serving and attending Court.

Insurance

The University of South Australia Insurance covers all activities of the Clinic.

The Insurance DOES NOT cover the Student Advisor giving:

- advice to UniSA staff about any issue pertaining to their employment;
- advice about taking legal action against UniSA.

If a Student Advisor becomes aware of a claim or a potential claim against the Clinic, the Student Advisor must tell the Clinic Supervisor immediately. If the Clinic Supervisor becomes aware of a claim or a potential claim against the Clinic, the Clinic Supervisor must tell the Director of Professional Programs immediately.

The Clinic Supervisor and the Director of Professional Programs must notify the Insurance Risk Compliance, Finance Unit in writing AS SOON AS POSSIBLE. Failure to notify in writing within 30 days may prejudice the Clinic’s right to cover under the insurance policy.

The Clinic staff will NOT make any admission of liability in respect to any claim made by any member of the public. Once the Clinic is aware of a claim or circumstance that could result in a claim, the Clinic will avoid all communications with the potential claimant. And, if any communications are made, this should ONLY be done by the Director of Professional Programs and Clinic Supervisor after consultation with the Insurance Risk Compliance, Finance Unit.

Fees

The Clinic’s service is free.

Clients will be responsible for all costs associated with the matter including Court fees, filing charges etc.

Referring to other lawyers/organisations

When the Clinic is not able to help a client with a problem, the Clinic will use its best efforts to ensure the client is referred to a legal practitioner and/or other services that can provide appropriate assistance.
If possible, the Student Advisor should also provide some written material which may assist the client with the problem. However, Student Advisors must consult with the Clinic Supervisor before providing a referral or any written material to a client.

When referring a client to a legal service, the client should be provided with a number of alternatives including Community Legal Centres, Legal Services Commission and the Law Society Telephone Referral service.

**Start and end of day procedure**

At the start of the day, Student Advisors will check the diary for any entry relevant to their clients’ matters for the day and upcoming week. For new appointments, Student Advisors should check the Conflict Register to see if there is a potential conflict and discuss any potential conflict with the Clinic Supervisor.

At the end of the day, the Clinic Supervisor and Student Advisors will ensure the Clinic is left tidy. All files are to be secured in the filing cabinet and all other confidential information is to be stored away or placed in the secure storage bin as appropriate.

**Complaints, Confidentiality and Conflicts**

**Complaints**

If a client wishes to make a complaint, Student Advisors will NOT enter into any dialogue with the client about that complaint. Student Advisors must tell the client that they will speak to the Clinic Supervisor about this issue. After discussing the issue with the Clinic Supervisor, the Student Advisor will provide the client with a complaint procedure leaflet so the client can formally lodge a written complaint.

The Clinic Supervisor in consultation with the Director of Professional Programs will immediately deal with a client’s written complaint. All remedial action about the complaint will be documented and maintained on the client file (refer Annexure P). Depending on the nature of the complaint, a review of the processes leading to the complaint will be conducted by the Clinic Supervisor or the Director of Professional Programs. (refer Annexure P of the Appendices)

**Confidentiality**

Student Advisors have an obligation to maintain their clients’ confidentiality. At the heart of every lawyer-client relationship is trust. A client must be able to communicate confidential information to a lawyer without fear of it being disclosed without his or her consent. The duty of confidentiality covers all information conveyed by a client, even the identity of a client and the client’s address and contact details.

There are exceptions to this duty of confidentiality but they are narrow. One exception is where a client discloses an intention to commit (but has not yet committed) a violent crime. In this case there is a public interest that overrides the need for confidentiality between the lawyer and client. Any Student Advisor who has concerns about such issues must inform the Clinic Supervisor IMMEDIATELY and await the Clinic Supervisor’s directions. Also, where a Court orders disclosure, there is a conflicting duty to the client and to the Court. Privilege will usually protect a client in such circumstances, but sometimes it may not.
Student Advisors must not discuss clients' issues outside the Clinic other than in a very general way and at no time should Student Advisors reveal details which could identify the client to anyone. It should be borne in mind that even general discussions about a client's case should be conducted with due care, as such general discussions may be enough to identify the client and breach the duty of confidentiality.

Student Advisors must ensure that clients’ files and all information containing client details are safely stored when not being worked on.

**Conflict of interest**

A conflict of interest involves a situation where a lawyer has competing professional or personal interests. Competing interests can make it difficult for a lawyer to fulfil their duties impartially; a lawyer has a duty of confidence and loyalty under a fiduciary duty.

Student Advisors must NOT advise a client in the following circumstances:

- if the client has a dispute or the dispute involves UniSA;
- when the Student Advisor, the Clinic Supervisor or the Director of Professional Programs has a personal involvement or vested interest in the client's problem;
- if the client has a dispute against a former client of the Clinic and the Clinic has received confidential information relevant to the current dispute.

Student Advisors must check the Conflict Register after taking initial details, NOT instructions, from the potential client and consult with the Clinic Supervisor before telling the person there is a conflict. A Student Advisor must discuss any conflict or potential conflict with the Clinic Supervisor BEFORE raising the issue with a client.

If it is determined there is a conflict after consultation with the Clinic Supervisor, Student Advisors will:

- advise the client the Clinic has a conflict of interest and is unable to provide a service;
- promptly refer the client to another appropriate service and not enter into discussions which would lead that person to think that they were a client of the Clinic;
- NOT disclose to the client that the Clinic has acted or is acting for the other party;
- properly record the activity by outlining the reasons for the conflict and the referral(s) provided on Form D.

If a client discloses confidential information to the Clinic while providing their initial details or receiving a referral, the Student Advisor must record this confidential information as a file note and enter the client and other party details into the Conflict Register.

**Conflict Register**

The Clinic will maintain an up-to-date hand-written Conflict Register until a computerised Conflict Register is established.

The Conflict Register comprises cards in two small plastic filing drawers. One drawer is marked “our client”, the other drawer is marked “other party”.
The colour of the card is significant:

- **WHITE** card is a record of all the clients that have attended the Clinic on a previous occasion.
- The **BLUE** card is a record of the “other party.” The “other party” is the legal body (person(s), company, organisation) with whom the Clinic’s client has the dispute or matter.

To avoid a conflict or even a perception of conflict of interest, the Student Advisor must take the following steps at the initial interview before taking any instructions:

- Get full name and correct spelling of the “other party”, an address and date of birth is also helpful;
- Get full name, correct spelling of the client, and the client’s address;
- Where the potential client or “other party” is a company, verify:
  - the correct name of the company;
  - the names of all parent entities;
  - the names of all associated and affiliated entities;
  - the names of officers of the company.

If the “other party” has ever been to the Clinic as a client or the current client is recorded as an “other party” in the Conflict Register, there may be a conflict or a potential conflict and the Clinic may not be able to advise or help the current client.

Student Advisors MUST discuss all conflict checks with the Clinic Supervisor before getting instructions or providing any advice.

In the event of a conflict or potential conflict, students MUST discuss this with the Clinic Supervisor BEFORE going back to speak with the current client. The Clinic Supervisor will advise and direct the student as to what the student must say to the person.

**Files**

**Opening files**

The Clinic will create and maintain up-to-date files for each client. The files will be archived and stored on completion. Files need to comply with best practice in legal practice management.

The Clinic will open a new file for each client that attends the Clinic whether the matter is ongoing or not, and irrespective of whether any advice is provided.

If a client presents at the first interview with more than one legal issue, the Clinic will maintain separate files for each legal issue.

If the client presents later with a new legal issue, a new file must be created for that new issue.

**File number and file record**

Each client will be given a file number. Student Advisors will, in consultation with the Clinic Supervisor, record each file number in the Clinic’s file register.
The record in the Clinic’s file register will list:

- the client’s last name and given names underlined;
- a unique file number for each legal matter;
- the dates a file has been opened and closed;
- the destruction date.

If a client presents with more than one legal matter, initially or subsequently, then separate files must be created for each matter and each matter given a different file number and recorded in the Clinic’s file register.

**File reviews**

The Clinic has a comprehensive file review system.

With each file, a review date will be determined:

- **At the end of the first interview with a client:**
  This date is to be recorded on Form C and D in the file and in the Office Diary. When recording the date in the Office Diary, the Student Advisor, in consultation with the Clinic Supervisor, will give a brief description of the action required.

- **When the Student Advisor has finished working on the file:**
  The Student Advisor, in consultation with the Clinic Supervisor, will record a new review date and any action required on Form D in the file and in the Office Diary.

- **Having regard to limitation dates, client Court dates and any other critical dates:**
  The Student Advisor and the Clinic Supervisor will determine these dates at the first interview (or as soon as reasonably practicable) and record them on Form Cand D in the file. If the Clinic has a Client Retainer Agreement (Form A) with the client, the Student Advisor, in consultation with the Clinic Supervisor, will also record the relevant dates in the Office Diary and confirm such dates in writing with the client. It is the responsibility of the Student Advisor to undertake all necessary actions by the review date well before the expiry of any limitation and any other critical date.

- **At least two weeks before end of semester:**
  On this review date, Student Advisors in consultation with the Clinic Supervisor, will either close or transfer all current files to incoming Student Advisors.

**Case Notes**

Before the end of each day, the Student Advisor must complete a Case Note (Form D). Form D is essentially a memorandum which clearly sets out what is happening in the case. The Form D must contain the following detail:

- the work that has been done;
- where matters now stand;
- what work still has to be done and the timeframe that such action needs to be undertaken;
- any particular problems or issues (including legal and personal issues) relating to the file;
- any and all critical dates.

The Form D must be approved by the Clinic Supervisor and secured to the top of the file.
Closing files

Student Advisors will, in consultation with the Clinic Supervisor, close files when the matter is completed.

For all files that have involved giving advice or providing assistance to a client, a letter (Form J) will be provided to the client advising of:

- the file being closed;
- its destruction after seven years;
- any relevant limitation date(s).

The Student Advisor must record the date the file is closed and the destruction date on the Clinic’s file register and on the file itself. The Clinic Supervisor will complete and sign off on a Form E, which is the last document that appears on the file.

Storing closed files

All closed files will be archived and kept for a minimum of seven years from the date of the last dealings with the client. In relation to any client suffering a legal disability (such as being under 18 or being incapable of personally providing instructions regarding their matter) the Clinic Supervisor must consider whether it is prudent to retain the file beyond the seven year period.

All closed files must be:

- physically archived in a secure environment;
- stored in such a way to allow easy access to check potential conflicts of interest or take copies of client documents where such a request is made;
- when the file is not to be destroyed, this should be clearly marked on the file.

Electronic Backups

At the end of each year the entire A-Z contents of the 'Client Files' folder should be transferred to that year’s backup folder. The contents of the Client File Folder should then contain blank folders lettered A-Z for the new year. A template folder of blank folders is located in the Backup folder.

If a client has continuing contact with the clinic from one year to the next, students should COPY (not transfer) the entire client file from the previous year’s backup.

Backups from over 7 years ago should be deleted each year.

Running Backups

From time to time all clinic files should be copied into the running backup folder to protect against accidental deletion/corruption. The copied folder should be amended with the date – eg. Client Files 10.10.2010
Correspondence

Incoming

The Clinic Supervisor must read all incoming correspondence as soon as it comes to the Clinic.

The Clinic Supervisor will:

- record all incoming correspondence in the ‘mail inbook’ with the date, description of the document together with the file number to which the correspondence relates, and method of receipt (by post, hand delivered);
- check for any critical dates and record such dates in the Office Diary with a note to the Student Advisor;
- scan and save all incoming correspondence in the client’s folder on the Clinic L: drive;
- place the correspondence on the client’s file with a note in the Office Diary about any action that is required to be undertaken by the Student Advisor.

Outgoing

All letters and documents drafted by Student Advisors are to be submitted to the Clinic Supervisor for checking. NO letter or document is to leave the Clinic UNLESS it has been approved by the Clinic Supervisor.

Student Advisors must record all outgoing correspondence in the ‘mail out’ book. The record in the ‘mail out’ book will have the date, the name of suburb of the addressee, the file number to which the correspondence relates, and how the correspondence was delivered (by post, hand delivered, picked up by the client).

The Student Advisor must also prepare a note on the file explaining how the letter was delivered. For example, if the letter is left in the tray for the client to pick up, there should be a File Note (Form G) stating this. When the client comes to pick up the letter, there must be a second File Note (Form G) stating that this has occurred and when.

Envelopes

Envelopes must be printed. A template and guide to printing on envelopes is contained under ‘Clinic Materials’ > ‘Templates + Forms + Documents’ > ‘Clinic Letters, Docs, Emails etc’

Letters

All letters to clients must be on UniSA Legal Advice Clinic letterhead and be signed by the Student Advisors and the Clinic Supervisor.

All letters, drafted for a client, to be sent to another party, will NOT be on UniSA Legal Advice Clinic letterhead. These letters are to be drafted in the client’s name and give no indication that it is the UniSA Legal Advice Clinic who is helping or advising the client.

Student Advisors must photocopy, stamp “File Copy” and place the final letter and all enclosures in chronological order on the client’s file.
Documents

All documents including pleadings, affidavits, initiating applications drafted for the client will NOT have the Clinic named in anyway on the document. Such documents are to be drafted in the client's name and give no indication that it is the Clinic who is assisting or advising the client.

Facsimiles

Facsimiles are to be stamped "Faxed" and the date entered underneath that word, then placed in chronological order on the client's file.

Student Advisors will check the transmission record of the facsimile to ensure that the correspondence has been successfully sent and then place this record in the 'fax out' folder.

If a facsimile is received, the Student Advisor must record the fax in the 'fax in' folder and immediately tell the Clinic Supervisor as outlined above.

Emails

Student Advisors will NOT correspond by email when carrying out any of their duties in the Clinic. If a Student Advisor receives any email correspondence that relates to the Clinic, this MUST be immediately brought to the attention of the Clinic Supervisor.

Occupational Health Safety and Welfare

Health

The Clinic operates within the OHSE legislative framework, being part of the UniSA policy.

Anyone involved in the Clinic shares a responsibility to keep a healthy and safe environment. Any hazard or risk, or involvement in any incident, which affects health and safety of any person involved directly or indirectly with the Clinic, must immediately be reported to the Clinic Supervisor or Director of Professional Programs in the first instance; or in their absence, to another member of the University staff.

First aid boxes are located at reception, LB1-27 and LB2-08. If a Student Advisor uses any supplies from a first aid box, the Student Advisor must inform Reception so that stock can be maintained.

When medical treatment and assistance is needed, the Student Advisor should contact Maggie Ball who is the First Aid Officer for the Law School. In her absence, Security should be contacted on 8302 0000.

Any student who is involved in an incident or injury must report this to the Clinic Supervisor. The Clinic Supervisor must then complete a Hazard and Incident Report Form. This Form is available at https://my.unisa.edu.au/staff/OHS/Logging/ReportDetails.aspx. Further information is available at http://www.unisa.edu.au/ohsw/default.asp.

Please be aware of best practice when using computer terminals. Adjust chairs, keyboards and screens to suit your needs and take regular breaks.
Personal safety

The personal safety of every person involved directly and indirectly with the Clinic is of paramount importance. The Clinic deals with real people with real problems and sometimes clients will display challenging behaviour. Part of the learning process and a commitment to equality and access, is developing strategies for working with people who are under a lot of stress and may sometimes display challenging behaviour.

Students must ensure that when they are seated in the interview room they have easy access to the door. Each interview room is equipped with a duress button located either under the desk, or to the side of the desk. Student Advisors must familiarise themselves with the location of the duress button in each room. Student Advisors must sit in the chairs nearest to the door. Student Advisors must also carry a mobile duress button unit for all interviews.

If a Student Advisor feels in personal danger during an interview, the Student Advisor must press the duress button. Once pressed an alarm bell is heard at Reception. To activate the alarm, any of the buttons on the alarm can be pressed.

If a Student Advisor is able to exit the room, they should leave the building quickly and head straight to Security. If this is witnessed by office staff, office staff must call Security and advise there is a potential incident.

The staff member at Reception must IMMEDIATELY call the following (in descending order) giving all available details:

- 000 for Police attendance, and ambulance if there is any evidence of injury/illness;
- University Security:
  - Mark Dorian (Mobile: 0418 847 954) OR
  - Gordon Todd (Mobile: 0434 073 188) OR
  - Christine Baillie (Mobile: 0408 810 581);
- Matthew Atkinson on 29954 or 0416 754 802, or Rachel Spencer on 27946 or 0418 849 909.

Using common sense and remaining calm is often enough to deal with difficult situations. However, Student Advisors should leave the interview and speak with the Clinic Supervisor immediately if a client:

- is severely intoxicated or clearly affected by drugs;
- becomes extremely distressed or feels threatened;
- makes any threats;
- only wants to be interviewed by a legal practitioner;
- does not want notes taken;
- makes rude, aggressive, racist, sexist or homophobic comments or any other comments that make the Student Advisor feel uncomfortable or upset in any way.

Premises
The Clinic Supervisor is responsible for securing the premises and ensuring that all confidential information is secure at the end of the day. Student Advisors will assist the Clinic Supervisor to carry this responsibility by ensuring that at the end of the day, the Clinic is tidy and all client files are stored in the secure filing cabinet.

Student Advisors UNDER NO CIRCUMSTANCES will allow the client to attend the Clinic office or know where the Clinic is located.

Dress code
Student Advisors are not expected to wear suits but are expected to wear suitable office dress.

Female Student Advisors should wear a tailored skirt or pants and business shirt, or dress. Male Student Advisors should wear tailored pants and a shirt with a collar.

General

Business cards
Student Advisors will be given business cards to give to all clients and potential clients.

Case Guides
The Clinic leverages communal experience and knowledge through Case Guides.

Case Guides contain interview guides and issue summaries built up over time through students working on similar cases. New entries or adjustments can be made at any time by any student. The Case Guide System is intended to work similar to a ‘wiki’ like Wikipedia.

New Files should be Clearly Marked.

EG. INTERVIEW GUIDE - Contractual Dispute.docx

ISSUE SUMMARY – Triviality

Shortcuts to other Case Guides appear in the folders if they are similar issues and possible relevant.

Clinic access for Student Advisors
Student Advisors will NOT have access to the Clinic outside of normal opening hours.

Clinic equipment, technology, stationery etc
The Clinic equipment, technology and stationery are for use by Student Advisors for Clinic business only and not for personal use.
Clinic Media

The Clinic Media folder is for the collection of text, images, movies, audio etc. which the Clinic itself has rights to use and may be used in projects, brochures or publicity materials for the clinic. Any media added or contained in here is available to anyone for such use.

Clinic Projects

Clinic Projects should have a new file created for them with all media, drafts and final copies to be kept within that folder.

Clinic Projects include presentations, guides, brochures etc.

Computers

The Clinic computers can be used by Student Advisors for Clinic research only and are not for personal use.

Clinic Drive L:

The clinic drive is maintained collaboratively by everyone at the clinic.

The Case Management folder contains client files, client lists and backups. All records of cases and case materials are to be kept here.

The Clinic Materials folder contains the clinic’s collection of media, projects, documents and forms. Projects which the clinic is working on, photos we have, templates for forms and case guides are kept here.

Shortcuts to Templates, Referral Lists, The Policy and Procedure Manual and Case Guides all appear in the Case Management folder to provide quicker access to relevant documents.

Computerised client database

The Clinic will develop a computerised client database which will be kept up-to-date.

Name badges

Student Advisors will be given a name badge which they must wear always when in the Clinic or with clients.

Office diary

The Clinic will maintain an up-to-date office diary.

Student Advisors must record all:

- appointments for clients;
- file review dates;
- requisite action that needs to be taken in respect to a file;
- critical dates such as time in which to file proceedings.

Student Advisors should also use the office diary to communicate with each other about client matters.
Office hours

The Clinic opening hours will be determined by the Clinic Supervisor in consultation with the Director of Professional Programs.

Referral Lists

Referral lists are lists of people and organisations we can refer people to if we are unable to assist or think they need more specialised advice.

They may be cheaper services, specialised services or free services.

Each list should be in a Word Document, specifying they type of issue in the title.

If a list is exclusively of legal service providers (rather than community assistance organisations) it be preceded by 'LEGAL - '.

For a community or counselling service 'COMMUNITY - '.

For an ombudsman, specialist organisation or community advocate 'AUTHORITY - '.

Representation in Court

The Clinic does NOT represent clients in Court.

Templates + Forms + Documents

This folder on the clinic drive, under case materials, is a collation of blank forms, envelopes, handouts, letters and documents. These are resources for anyone in the clinic and should be kept blank in the template folder. They are designated 'read only' files and must be 'saved as'.

Stationery

Stationery is for Clinic use only. It is the responsibility of each Student Advisor to ensure the stationery shelf is well-stocked and tell the Clinic Supervisor when stocks are low.

Student Advisor attendance

Student Advisors are expected to be at the Clinic on their assigned day. If the Student Advisor is unable to attend the Clinic, the Student Advisor should advise the Clinic Supervisor as soon as possible.

Telephone - Incoming calls

Student Advisors will answer incoming calls from Reception when the client arrives for their appointment.

Telephone – Giving legal advice

Student Advisors MUST NOT give legal advice or any other advice over the phone. There are no exceptions to this policy other than as approved by the Clinic Supervisor.
Time limits

Clients must be advised of all time limits which apply to their legal issue. Failure to do so could mean the client will not be able to proceed with the claim. The client could complain or take legal action against the Clinic.

The advice must be given orally and in writing. A note must be made on the First Interview Form (Form C) and on the File Summary Sheet (Form D).
PART B – RUNNING A FILE

Interviewing a Client

Preparation for new client - first interview

Student Advisors must have:
- Client Retainer Agreement (Form A);
- Client Detail Sheet (Form B);
- A First Interview Form (Form C);
- Paper for taking additional notes;
- Mobile phone switched off or on silent.

The interview

The Receptionist will ring the Clinic when a client arrives for their appointment.

Before meeting the client, the Student Advisor will ensure the interview room is equipped and the table and chairs are arranged to safely conduct the interview. If there are any issues with the interview room, the Student Advisor must speak with the Clinic Supervisor.

First stage of the interview

**At this stage the Student Advisor is NOT getting instructions nor giving advice.**

The Student Advisor will greet the client at Reception and take the client to the interview room. As outlined in the ‘Personal Safety’ section above, the Student Advisor must direct the client to sit at the chair furthest from the door.

At the beginning of the interview, the Student Advisor must immediately, or soon as practicable, tell the client what their status is: “I am not a lawyer, I am a law student.” The Student Advisor must tell the client about the Clinic. Emphasise about it being a service where Student Advisors give advice and help (but not legal representation) under the supervision of a legal practitioner is very important, as it allows the client to understand how the Clinic operates and what it does and does not do. The Student Advisor must also show appreciation to the client in respect to their making an initial appointment at the Clinic.

After introducing themselves and telling the client about the Clinic, the Student Advisor must:
- identify all of the people in the interview room;
- explain that the purpose of the first stage of the interview is to work out whether or not the Clinic is able to give advice or assistance;
- explain that the Clinic Supervisor decides whether advice and assistance can be provided;
- explain that this process will involve signing a Client Agreement (Form A), then filling out the Client’s details (Form B), then completing the First Interview form (Form C) and then speaking with the Clinic Supervisor;
- explain if advice or assistance cannot be provided, the Clinic will try to provide a suitable referral.
The Student Advisor will guide the client through Form A after allowing the client time to read the document. At this time, the Student Advisor must explain to the client about the risks of legal costs if their matter goes to Court. The Student Advisor must also read out loud the ‘I acknowledge’ part of Form A with words to the effect “by signing this agreement you acknowledge that...”

If the client has any questions about the Client Agreement (Form A), the Student Advisor must:

- record these questions as a File Note (Form G);
- clarify with the client that these are the questions they have asked;
- explain to the client that these questions will be discussed with the Clinic Supervisor and then excuse themselves from the interview room.

After the client indicates that they understand and agree to the terms of Form A, the Student Advisor must ask the client to sign both copies of the Client Retainer Agreement. One copy must be given to the client and one copy is placed on the file.

The Student Advisors’ objective at the first stage of the interview is to ensure that the Client Agreement (Form A) is signed and Form B is completed. Form C must also be partially completed. In particular, the Student Advisor needs to determine what assistance the client wants. A short summary of what the client wants must be recorded in Form C.

Asking about the nature of a client’s issue is likely to be the stage where a Student Advisor may have difficulties controlling the interview because it invites the client to talk about their problem(s). The Student Advisor must say “I need to work out with you what legal matter you have; I don’t need you to go into specific details yet, thanks.”

If the client has brought any relevant documents, the Student Advisor must seek permission of the client to photocopy them. The Student Advisor must explain that the Clinic will need time to be able to consider the documents in order to give proper advice. Do not keep clients' original documents.

Once the Student Advisor has completed Forms B and the relevant parts of Form C, the Student Advisor must immediately inform the client that the forms must be checked by the Clinic Supervisor. The Student Advisor must explain that this is standard procedure and it may take 5 to 10 minutes.

**At the Clinic – the first stage**

At the end of the first stage of the interview, the Student Advisor will immediately return to the Clinic to consult with the Clinic Supervisor.

The Student Advisor will:

- Present Forms B and C so the Clinic Supervisor can decide if there are any reasons why advice cannot be provided to the client.
- Provide the Clinic Supervisor with photocopies of relevant documents.
• Undertake a conflict check and complete Form C (following and having regard to ‘Conflict of Interest’ and ‘Conflict Register’ sections set out above):

  o **If there appears to be a conflict:**
    The Student Advisor MUST speak with the Clinic Supervisor and the Clinic Supervisor will make a decision if the Clinic can give advice to the client. If advice or assistance cannot be provided to the client, the Student Advisor and Clinic Supervisor will consult to decide if any appropriate referrals can be given to the client.

  o **If there does not appear to be conflict:**
    The Student Advisor MUST speak with the Clinic Supervisor, as guidance about the questions that should be asked of the client will be provided.

**Second stage of the interview**

*If no advice or assistance can be provided by the Clinic:*
The Student Advisor will return to the interview room and advise the client that the Clinic is unable to provide any advice or help.

If advice cannot be given because of:

• a conflict of interest, the Student Advisor must follow the procedure in the ‘Conflict of Interest’ section set out above.

• any other reason, the Student Advisor must advise the client that advice and assistance cannot be provided and provide any referral that was determined by the Clinic Supervisor.

If the client wants to make a complaint, the Student Advisor must provide the client with a complaint procedure leaflet.

Apart from providing the complaint procedure leaflet, the Student Advisor must NOT respond to any complaint or negative comment made by a client. The Student Advisor must state with words to the effect “if you wish to make a complaint, please read through the Clinic’s complaint procedure brochure – the brochure tells you everything you need to know about making a complaint.”

*If advice and help can be provided by the Clinic, the Student Advisor is NOT at this stage providing any advice about the client’s matter:*

The Student Advisor will return to the interview room and advise the client that the Clinic will be able to provide advice.

It is **ONLY NOW** that the Student Advisor should ask the client to explain their problem. The Student Advisor must record notes of all legal and related problems legibly and in enough detail so the nature of the matter and client’s enquiry is clear. The instructions must also include the nature of the assistance the client is seeking.

When the Student Advisor believes that he/she has all the information needed, the Student Advisor must immediately tell the client that the matter needs to be considered by the Clinic Supervisor. The Student Advisor must tell the client that this process may take **10 to 15 minutes.**
The Student Advisor will ask the client whether the client would like to wait. If the client indicates that they want to make another appointment, the Student Advisor must tell the client that the Student Advisor will check with the Clinic Supervisor to make another appointment.

**At the Clinic – the second stage**

At the conclusion of the second stage of the interview, the Student Advisor will immediately return to the Clinic and consult with the Clinic Supervisor.

The Student Advisor will:
- Provide their notes for the Clinic Supervisor to consider;
- Tell the Clinic Supervisor:
  - about the client's matter;
  - what assistance the client wants and the timeframe the assistance is required to be provided;
  - about the Student Advisor’s preliminary views of the matter and what assistance the Clinic can provide.

The Clinic Supervisor will:
- Provide the Student Advisor with directions in relation to any research that the student may need to conduct in order to provide advice to the client, including advice about any time limits for the client’s matter(s).
- In consultation with the Student Advisor, determine what referrals, brochures, and other information should be provided to the client.
- If possible, in consultation with the Student Advisor, decide what further help the Clinic can provide to the client and when such help is given. This may include a subsequent interview or the drafting of correspondence including Court documents for the client.
- If possible at this stage, provide the Student Advisor with instructions about the advice to give to the client.

**Third Stage of the interview**

The Student Advisor will return to the interview room and return any original documents to the client.

The Student Advisor will then provide the client with advice about options including advice about time limits and other critical dates and provide the relevant referrals, brochures and other information as discussed with the Clinic Supervisor.

If the Clinic Supervisor has determined that further assistance above and beyond advice can be provided, the Student Advisor will outline what that assistance is and provide a timeframe for carrying out that assistance.

The Student Advisor will get the client’s instructions about the advice that has been provided, and if relevant, the assistance that has been offered. If the client’s instructions, response, or provision of further information to the advice provided requires further advice, the client MUST immediately be informed by the Student Advisor that these subsequent instructions and or further information need to be considered by the Clinic Supervisor.

The Student Advisor MUST NOT provide any advice or offer any other assistance to the client other than that which has been discussed and approved by the Clinic Supervisor.
The conclusion of the interview
The Student Advisor will confirm with the client, a summary of advice and record this on Form C.

The Student Advisor must thank the client for giving the Clinic an opportunity to help with their matter and take the client back to Reception.

Post Interview
The Student Advisor must return to the Clinic immediately after taking the client to reception.

At the end of the interview, the Student Advisor will need to:

- ensure that Forms A, B and C are complete;
- put the relevant entries into the Conflict Register (see procedure outlined above at Conflict Register);
- put relevant entries into the Office Diary including any follow up appointments, critical dates and a review date for the new file;
- type-up their notes so the nature of the matter, the client's enquiry, together with the advice, referral and other information provided at the interview is clear to anyone who reads through the file;
- open a file;
- write an 'Initial Letter' (Form I) which:
  - confirms the client's instructions;
  - confirms the advice, referral and information provided in respect to those instructions (if any);
  - advises what actions the Clinic will be undertaking in respect to the client's matter;
  - advises all relevant limitation dates or, if the precise date is not known, the relevant limitation period;
- in the event the Clinic is not advising or assisting, write an 'Inability to Assist Letter' (Form K) which informs the client that:
  - the Clinic is not advising or assisting with the matter(s) raised at the interview;
  - advice should be sought elsewhere as a matter of urgency (relevant referrals should be provided, for legal issues the South Australian Law Society Referral Service should be provided as a minimum);
  - limitation dates may apply to their matter(s) and delay may prejudice the client's matter.
- Complete a Form D and place it on the top level of the file.

Files
This section should be read in conjunction with 'Files' in Part A of this manual (refer page 14).

Naming the paper file
The Student Advisor will write the client's name at the top edge of the inside back cover of the folder with a thick marker pen.
The protocol for naming different types of clients is as follows:

- Individual - full name (last name first -- underline last name);
- Company - (company name) trading as (business name);
- Company director - full name of director (last name first -- underline the last name);
- Business owner - full name of owner trading as (business name) (owner’s last name first -- underline last name).

If there is more than one client, the Student Advisor will write both names on the file and underline both last names. The file will be stored according to the last name of the first named client. The Student Advisor will also create a “dummy file” in the name of the second client and include a file note on the “dummy file” referring to the first file, to cross-reference it; no other documents should be placed in the “dummy file”.

**Numbering the paper file**

The Student Advisor will also write the file number immediately after the client’s name at the top edge of the inside back cover of the folder with a thick marker pen. Then follow the procedure set-out above in Part A at ‘File Number’ and ‘File Record’.

**File structure**

Copies of ALL correspondence in a matter must be kept on the paper file. Student Advisors will keep files in a chronological order with the most recent document appearing at the top of the file. Student Advisors must ensure that Court documents and evidence are separated from correspondence. These documents are to be put in a clear plastic sleeve.

Ordinarily, the file should be divided into sections as follows with dividers:

- correspondence – this includes file notes of telephone messages, office attendances; interview notes, copies of letters, drafts and all other work performed on the file;
- copies of client’s documents (make sure all original documents remain with the client);
- pleadings/Court documents;
- research.

The Student Advisor must staple Form C to the inside front of the file. The Student Advisor must ensure this form is completed as to when action is required to be undertaken on the file and a corresponding entry is also made in the Office Diary.

**Working on the file**

All Student Advisors MUST comply with these rules when working on the file:

- If a Student Advisor is unable to carry out work on a file for any reason, the Student Advisor must immediately advise the Clinic Supervisor so alternative arrangements can be made.
- Case Updates (Form D): A record must be made of all work undertaken in the file including research, face-to-face and telephone attendances with the client or any other person spoken to about the matter. This record must be legible, dated, indicate the circumstances in which the note was made, be signed or initialled by the Student Advisor and the Clinic Supervisor and immediately attached to the file.
- Student Advisors will cost the work that they have completed in compliance with the Supreme Court Civil Rules 2006 Scale of Costs.
• Documents must be attached to the file in reverse chronological order (ie the most recent in time being the first document seen when opening the file):
  o copies of all documents produced by the Clinic must be stamped ‘FILE COPY’ and the delivery of the original must be contemporaneously recorded in the ‘mail out’ book;
  o any document received by the Clinic must be copied, the original returned and recorded contemporaneously in the ‘mail in’ book.
• A file must never leave the Clinic without the permission of the Clinic Supervisor.
• Client records must not be taken out of the Clinic without the permission of the Clinic Supervisor.
• At the end of the day, the Student Advisor for each file:
  o must record a new review date on the file and in the Office Diary with any future actions required;
  o provide the file to the Clinic Supervisor for secure storage in the filing cabinet.

Electronic Storage of Correspondence, Documents and File

Opening an electronic file

The Clinic will open a new file for each client whether the matter is ongoing or not and irrespective of whether any advice is provided. As such, each client who attends the Clinic will have an electronic file too.

To open an electronic file:
• go to the Clinic L: by clicking on computer on the desktop;
• in the Clinic L: click on ‘Client Files’;
• create a new folder within the appropriate folder in ‘Client Files’ - there are sub folders within the folder ‘Client Files’ based on the alphabet;
• title the new client folder as follows: the client’s last name (in CAPS) followed by the given name (in Title case) and file number - for example, ”PUBLIC, Joe.1.11.”

Saving and naming documents in Word

All documents and correspondence including file notes (Form G), letters (Forms I, J, K, M), and pleadings produced for clients must be saved in the client’s electronic file folder.

All saved documents must have a LAST NAME, description, and a date. Description abbreviations for documents are as follows:

• LTR – letter (Forms I, J, K, M);
• FN – case update (Form D);
• FAX – facsimile (Form H);
• GWLTR – ‘ghost written’ letter done in client’s name;
• CL – claim;
• DEF – defence;
• AFF – affidavit;
• APP – application.

So, for example, SMITH.GWLTR.15.03.11 (this is a letter drafted in Smith’s name on the 15 March 2011).
Archiving files electronically

When a paper file has been closed by following the procedure set out above at 'Closing Files', the Student Advisor will scan the paper file and save it in the client’s electronic folder. The saved document must be titled LAST NAME, scanned file, date. The Clinic Supervisor will move the client’s folder into the ‘Archived Files’ Folder in the Client Directory.

Computerised Database

The Clinic does not yet have a computerised database. This section is a work-in-progress.

Adding a new client to the database
At this juncture, the Clinic does not have a computerised database.

Entering a new file into the database
At this juncture, the Clinic does not have a computerised database.

Editing client details
At this juncture, the Clinic does not have a computerised database.

Editing file details
At this juncture, the Clinic does not have a computerised database.
PART C – PORT ADELAIDE MAGISTRATES COURT OUTREACH PROCEDURE

Introduction
The Port Adelaide Magistrates Court Outreach Service (PAMCOS) was officially opened on 7 October 2011 by Chief Magistrate Ms Elizabeth Bolton.
Part C outlines how PAMCOS operates.
Apart from the differences listed Part C, Student Advisors must follow all requirements set out in this manual.

PAMCOS Operates Most Fridays
PAMCOS runs most Fridays at the Port Adelaide Magistrates Court, which is situated at 260 St Vincent Street, Port Adelaide. Student Advisors must be at the Court at 9:00am.
When a Student Advisor is unable to attend, or will be running late, he or she must let the Clinic Supervisor know in advance. The Clinic Supervisor can be contacted on 0416 754 802.

Security
Student Advisors must follow all directions given by the Sheriff’s Officers at the Court. Further to this, Student Advisors must walk through the metal detector when entering the Court. For this reason, it is important not to bring along any unnecessary sharp objects with you.
Students must comply with all directions given by the Clinic Supervisor, Court Staff, and Sherriff’s Officers.

Name Badges
Student Advisors must have and wear their name badges at the Court at all times.

Computers
The Clinic Supervisor currently provides access to one laptop for the purposes of typing up file notes and draft letters. Student Advisors are encouraged to bring their own laptops if possible.
Student Advisors must not save any client information onto their computers; all documents must be saved onto the USB provided by the Clinic Supervisor.
Student Advisors will transfer all data on the USB into the Clinic L:// on the Mondays (see below).

Clinic Rooms at the Court
The Clinic has one office room and one interview room at the Court.
The office room is located only a few metres into the entrance to the Court behind the security desk. The Clinic Supervisor will be in the office room to supervise Student Advisors.
The interview room is located at Room 5 in the Court; it is adjacent to the Duty Solicitor’s office and Court rooms 2, 3, and 4.
Two student advisors must be in the interview room at any given time except for during lunch break.
‘Drop In’ Service

PAMCOS runs a ‘drop in’ service - this means that no appointment is required.

Student Advisors must stand outside the interview room, or sit inside with the door open when they are not with a client.

When a potential client approaches and ask for general assistance, or may ask a specific question. Either way, it is important that Student Advisors still follow the procedures for interviewing stated in the Office Policy and Procedures Manual.

Interviewing

Student Advisors must follow the interview procedure set out in the manual. It is very important that all potential clients are immediately aware that the Student Advisor is not a legal practitioner and that the interview with the Clinic will take approximately 45 minutes.

If a potential client does not have time to run through the required interview process and simply wants an immediate answer (this often occurs because the client is due in Court), the Student Advisor must direct the client to the Duty Solicitor. If the Duty Solicitor is unavailable, Student Advisors must immediately speak with the Clinic Supervisor.

Students will not discuss client matters outside the interview room or office room.

Personal Safety

Two Student Advisors must interview a client at the PAMCOS.

Students Advisors must ensure that when they are seated in the interview room they have easy access to door and the duress alarm.

If a Studentfeels in personal danger during an interview, the Student Advisor must press the duress button. If the Student Advisors are able to exit the room, he or she should immediately make contact with the Court Sheriff Officer.

File Notes, Case Notes and Draft Correspondence

After the completion of a client interview, Student Advisors must return to the office room. When in the office room the students must type a file note, case note and begin drafting correspondence. Student Advisors must type the file notes on the Clinic laptop or their own laptop but must save the file note to the Clinic USB.

A case note must be written and placed into the client’s file. A draft of correspondence must also be typed and saved on the Clinic USB.

Lunch Break

One hour is allocated for lunch on a Friday.

Student Advisors must ensure that a notice of the lunch break is put up on the door of the interview room.

Student Advisors must take all Clinic property from the room, including personal property and documents relating to clients. Student Advisors must never leave any personal property or confidential information in the interview room unattended.
**End of Day**

Student Advisors must consult with the Clinic Supervisor about stopping work for the day. Student Advisors will finish no later than 5pm. At the end of the day, Student Advisors will check the room to make sure no clinicoor personal items have been left in the room. Student Advisors **must** also switch off lights, check desk draws and take down relevant signs and close the door.

**Monday Procedure**

On Monday, Student Advisors who were present on Friday, will do all the follow up work for the PAMCOS files. This includes:

- transferring all saved work on the USB onto the clinic L:/// drive;
- entering relevant entries into the file registry, client database (files to be mixed with PAMC), and diary;
- File Notes printed out and attached to the file;
- completing initial correspondence;
- completing Case Note (Form D).

If no Student Advisor from Friday is in the Clinic on Monday, then a Student Advisor familiar with the PAMC procedure should complete all relevant follow up work in consultation with the Clinic Supervisor.

**Attending Court Proceedings**

Student Advisors are encouraged to observe Court proceedings. Permission from the Clinic Supervisor must first be sought. Student Advisors must also follow directions given by any Court staff member and also observe Court etiquette.
Annexure A

University of South Australia (UniSA) Legal Advice Clinic
Client Agreement

About the Clinic: The Clinic is staffed by law students and provides confidential, free legal advice and assistance. It gives law students the opportunity to use their legal knowledge and further develop their professional skills. Law students are not qualified legal practitioners. All advice and assistance is provided under the supervision of a managing solicitor who is a qualified legal practitioner.

Legal advice and assistance: The managing solicitor must approve any advice and assistance that a law student will give to you. This means that law students will confer with the managing solicitor during all of your interviews. Sometimes, advice and assistance will not be provided on the day, as the law student will need time to do research about your legal problem.

Obtaining legal advice and assistance is not automatic: Sometimes, the Clinic cannot provide any advice or assistance. The decision not to provide assistance (or to stop helping you) may occur because your dispute is too complex for our resources, a conflict of interest arises, or for other operational reasons. When such a decision is made it will be communicated in writing to you and we will provide you with the contact details of alternative legal services.

What we agree to do for you: If you require more than basic initial advice, we will write to you advising whether or not we can help. If we can help, we will outline exactly what we have agreed to help you with. Please be aware that even if we agree to help you, our assistance can end at any time. As outlined above, when the managing solicitor makes a decision to stop assisting you, we will communicate this in writing and provide you with the contact details of alternative legal services.

Representation: Law students and the managing solicitor do not represent clients. You will need to represent yourself. This means that all correspondence we have agreed to assist you with (including letters and court documents) is done in your name. It also means that we cannot speak with others on your behalf, nor can we represent you in court. If you want to be legally represented, please let the Clinic know and we will provide you with the contact details of alternative legal services.

You may need to pay ‘disbursements’: The Clinic does not charge for any work done. However, you are responsible for paying all your own expenses for your legal problem. Sometimes, you will need to pay money to others in order for us to help you – these are ‘disbursements.’ ‘Disbursements’ could include fees to lodge court documents, and to obtain reports from other organisations. The Clinic will not make any contribution to your ‘disbursements.’
Legal Costs: If your dispute is in (or goes to) Court, there is a chance that you will have to make payment of any other parties’ costs. The Clinic will not make any contribution to any costs that the court orders you to pay.

Confidentiality: The Clinic will treat your information with strict confidence. All persons involved in the Clinic have had training about client confidentiality. The information you provide will only be seen and discussed by persons involved in the Clinic for educational purposes and to ensure our work meets the highest standards. Your confidential information will only be released to persons not involved in the Clinic when you authorise such disclosure or when the Clinic is permitted or compelled by law.

What we ask of you: We ask that you keep all appointments but if you cannot, please contact the Law School receptionist on 8302 7436 to cancel or reschedule the appointment. We ask that you provide us with all information that we have requested promptly. We ask that you provide us with frank and proper instructions and maintain respectful and cordial relations with the law students and all other staff at the Clinic.

I acknowledge that:

- A Student Advisor has explained this agreement to me;
- A Student Advisor has explained 'disbursements' and legal costs;
- The Clinic cannot represent me and only provides advice and assistance; and
- The Clinic can cease the provision of advice and assistance at any time.

<table>
<thead>
<tr>
<th>Client’s full name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td></td>
</tr>
<tr>
<td>Student Advisor’s name(s)</td>
<td></td>
</tr>
<tr>
<td>Student Advisor’s signature</td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td></td>
</tr>
</tbody>
</table>
Annexure B

Form B - Client Details

<table>
<thead>
<tr>
<th>CLIENT DETAILS</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Name:</td>
</tr>
<tr>
<td>Last Name:</td>
</tr>
<tr>
<td>Company:</td>
</tr>
<tr>
<td>Postal Address:</td>
</tr>
<tr>
<td>Residential Postcode (if different):</td>
</tr>
<tr>
<td>Home / Fax:</td>
</tr>
<tr>
<td>Mobile:</td>
</tr>
<tr>
<td>Email:</td>
</tr>
<tr>
<td>Preferred Contact:</td>
</tr>
<tr>
<td>Post Email Fax</td>
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<tr>
<td>Phone Messages:</td>
</tr>
<tr>
<td>Yes No</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>DEMOGRAPHIC DETAILS (RELEVANT FOR LEGAL AID)</th>
</tr>
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<tbody>
<tr>
<td>Date of Birth / /</td>
</tr>
<tr>
<td>Aboriginal / Torres Strait Islander?</td>
</tr>
<tr>
<td>Country of Birth</td>
</tr>
<tr>
<td>Preferred Language</td>
</tr>
<tr>
<td>Occupation</td>
</tr>
<tr>
<td>Income (eg. Pension, Newstart)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OTHER PARTY</th>
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</thead>
<tbody>
<tr>
<td>SA POL</td>
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<tr>
<td>First Name:</td>
</tr>
<tr>
<td>Last Name:</td>
</tr>
<tr>
<td>Company:</td>
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<tr>
<td>Address:</td>
</tr>
<tr>
<td>How did you hear about the UniSA Legal Advice Clinic?</td>
</tr>
<tr>
<td>Do you have another lawyer / Legal Aid?</td>
</tr>
</tbody>
</table>

Date: / /  File Number: /
FIRST INTERVIEW

Advisor: 
Supervisor: 

Nature of Problem: ____________________________
Documents Received: ____________________________
___________________________________________
___________________________________________

Checklist:
Full Conflict Check
Retainer Signed
Supervisor Discussion
Conflict Cards
Electronic Case List
Hardcopy Case List

----- Interview Summary -----

What does the client want?
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

What we advised:
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

Referral Given ____________________________
Time Limit / Critical Dates ____________________________ Client Advised
Annexure D

Form D - Case Update

Review Date Listed

/ / /

CASE UPDATE

Student Advisor: __________________

Case Note:
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

Next Steps: (research, drafting, letter, await response, close file...)
______________________________________________________________________________

Get it done by: ___ / ____ / ________

Critical Date: ____________________________
Time Limit?: _____________________________

Review Date: ___ / ____ / ________ (Put date in Clinic diary)

SIGNED

Clinic Supervisor: ________________ Student Advisor: ________________
FILE CLOSED

File Number: /

First Name: ___________________   Last Name: ___________________
Open Date:    /    /   Close Date:    /    /

Discussed with Supervisor
Hardcopy Closure Entry
Electronic Closure Entry
14 Day Warning
Closure Letter

Reasons for Closure ___________________

Signed: ___________________   ___________________

Supervisor:   Student:
<table>
<thead>
<tr>
<th>Date</th>
<th>Activity</th>
<th>Time Taken / Qty.</th>
<th>Cost (SC COST SCALE)</th>
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<tbody>
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<tr>
<td>Student Advisor Name:</td>
<td>Supervising Solicitor:</td>
<td>Signature:</td>
<td>Signature:</td>
</tr>
</tbody>
</table>
Annexure G

Form G – File Note

File Note

Date:
Client Name:
File No:
Attendance Type:
Student Name:

XXX Text XXX
Facsimile

To: XXX
From: XXX
Title: XXX
Organisation: XXX
Receiver No: XXX
Date: XXX
Subject: XXX
No of Pages: XXX

Dear XXX,

Main Body Text

Yours sincerely,

Name
Title

Legal Advice Clinic
School of Law
Law Building
UniSA West Campus
Campus Drive
Adelaide 5000
South Australia 5000

E: asxxxxxxx@unisa.edu.au
T: +61 8 8304 7300

This message is confidential. Please destroy it once you have read it and delete from your computer.
Date

Clinic Client
123 Client Street
Clientville SA 5000

Dear Mr/s Client

Matter

We thank you for your attendance at the UniSA Legal Advice Clinic today/on 00 Month 201_. As you may recall, we discussed ________ .

We understand that ________ . You indicated that ________ . You told us you wanted ________ .

Our Advice Follows:

Heading

We strongly advise you to ________ . It is important to ________ . We note that ________ .

Heading

We advise that ________ . Further to this ________ .

In this paragraph I will lay out what the client should consider doing next, and offer any specific services the clinic can provide. Remind them if they should drop off documents, say a certain thing at a hearing, seek legal representation or provide us with more details. Offer if we can draft claims or letters etc. Remind them of any relevant time limits.

We thank you again for your attendance at the clinic. If you require any further assistance / If you would like us to ______ , or have any questions, please do not hesitate to contact us.

Yours Sincerely
Date

Clinic Client
123 Client Street
Clientville SA 5000

Dear Mr/s Client

File Closure

We refer to our letter dated 00 Month 201- and note that we have not heard from you since this time.

We write to inform you that we have closed your file at the UniSA Legal Advice Clinic. Your file will remain confidential and be stored for 7 years, after which it will be destroyed.

If you find that you require any further assistance, with your previous issue or any other matter, please do not hesitate to contact us.

Yours Sincerely

Matthew Atkinson
Managing Solicitor

Random Student
Student Advisor

Matthew Atkinson
Managing Solicitor

Random Student
Student Advisor

Annexure J

Form J - File Closure Letter
Dear Mr/s Client

Inability to Assist

We thank you for your attendance at the Clinic today / on 00 Month 201-. In our meeting, you sought our advice on ____. We confirm that we were unable to assist you in _____. Unfortunately, the Clinic cannot provide assistance with personal injury claims / does not have the resources to deal with this sort of matter / lacks the expertise to advise on such matters.

We strongly recommend you seek further legal advice in ____. [Please be mindful that there is a lime limit / court date / critical date etc. If we do not hear from you two weeks before ____, we may not be able to assist you in time.]

For your convenience we have enclosed a JusticeNet application / information on the Law Society Referral Service / information on other free legal services / a list of solicitors specialising in ____.

We thank you again for your attendance at the Clinic. If you require any assistance with any other matter, or have any questions about the information provided, please do not hesitate to contact us.

Yours Sincerely

Matthew Atkinson
Managing Solicitor

Random Student
Student Advisor
Annexure M

Form M - Transferring File Letter

Date

Address
TOWN  STATE  POSTCODE

Dear XXX

Transfer of File

We note from a review of your file that you have been dealing with XXXX.

We wish to inform you that your XXX matter(s) will now be handled by another Student Advisor. You can expect to hear from this Student Advisor within XXXX.

If you require any further assistance before this time, please seek legal help from another legal practitioner by contacting the Law Society Referral Service on 8229 0288. Also see included with this letter, a brochure listing Community Legal Centres available to you.

As the Student Advisor on this matter, I was pleased to have the opportunity to receive instructions and be of some assistance to you.

Yours sincerely

Name: .................................................................  Name: .................................................................
Managing Solicitor  Student Advisor
Annexure N

Student Access to the Legal Advice Clinic Facilities

Standard Operating Procedure

Student access to the Legal Advice Clinic facilities

<table>
<thead>
<tr>
<th>Team:</th>
<th>Clinic &amp; Professional Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared by:</td>
<td>Maggie Ball, May 2011</td>
</tr>
<tr>
<td>Responsibility:</td>
<td>Resources and Project Officer</td>
</tr>
</tbody>
</table>

PURPOSE
To ensure appropriate access is provided to facilities for students undertaking placement in the Legal Advice Clinic and the removal of access once the placement is complete.

OVERVIEW
This document informs several processes:
1. Provision and maintenance of swipe card access to Clinic: LB2-01A
2. Provision and maintenance of access to the secure Legal Advice Clinic Server and Printer

PROCEDURES

1. **Provision and maintenance of swipe card access to Clinic: LB2-01A**
   The main door to the Legal Advice Clinic LB2-01A can only be opened using and activated swipe card.
   Once students have been allocated to the Clinic an email is sent to
   security.citywest@unisa.edu.au providing a list of student names and ID’s for addition to the
   Legal Advice Clinic access group.
   **This list must be refreshed prior to commencement of each Study Period** and students who have completed their placements removed. (There may be instances when student continue to serve in the Clinic as their placement for the GDLP. In this case they will remain on the list.)
   **Responsibility:** Resources & Project Officer
   Back-up: Matthew Atkinson

2. **Provision and maintenance of access to the secure Legal Advice Clinic Server and Printer**
   Access and mapping to the Clinic server and printer/fax has been automated by BUE-IT and access is managed through an address book. The student is automatically mapped at 1st log-on.
   The address book owner group consists of Rachel Spencer, Matthew Atkinson and Maggie Ball.
   Students must be added to/removed from the address book at the commencement of each term as per swipe card access above.
   **Responsibility:** Resources & Project Officer
   Back-up: Matthew Atkinson

See screenshots next page.
The address book name is: **BUE-LAW_Clinic** which can be found in the Global Address list.

Open the address book:

Select ‘Modify members’

and **add or remove** students by selecting from the Global Address book.
Annexure O

Confidentiality Agreement

CONFIDENTIALITY AGREEMENT

I …………………………………………………………………….. (‘Student Advisor’)

agree with the following terms in relation to any client and confidential information of the Legal Advice Clinic (‘Clinic’).

RECITALS

The Student Advisor may obtain client and confidential information through their direct or indirect involvement with the Clinic.

The Student Advisor has agreed to keep secret the Clinic’s client and confidential information.

DEFINITIONS

‘client’ of the Clinic means a person who has provided any of their details to the Clinic or has left a message to make an appointment with the Clinic.

‘confidential information’ of the Clinic means regardless of the form of the disclosure or the medium used to store it, all confidential information of the Clinic, or information treated by the Clinic as confidential and of which the Student Advisor becomes aware, either before or after the date of this agreement, through the Student Advisor’s direct or indirect involvement with the Clinic.

DUTY OF CONFIDENCE

The Student Advisor agrees that all client and confidential information:

- will be kept strictly confidential;
- will remain absolute property and exclusive property of the Clinic or the client, as applicable;
- will not be disclosed or divulged to any third party;
- will not be used for any other purpose other than set out above.

Signed and Accepted by the Student Advisor

……………………………………………………………………

Date
COMPLAINT FORM

Part A – About you

Name: Mr/Mrs/Miss/Ms: ...............................................................................................................................

Address: .....................................................................................................................................................

............................................................................................................................................................... Post code: ......................

Contact numbers: Home: ......................... Business: ......................... Fax: .........................

Mobile: .............................. Email: ..............................

Date of Complaint: ..............................

Please fill out this box if your complaint is on behalf of someone else

Name of that person: .................................................................................................................................

What is your relationship to that person? .................................................................................................

Part B – Your complaint

1. Please explain the nature of your complaint

.................................................................................................................................................................

.................................................................................................................................................................

.................................................................................................................................................................

.................................................................................................................................................................

2. What action would you like us to take?

.................................................................................................................................................................

.................................................................................................................................................................

............
3. Any other feedback/comments?
.............................................................................................................................
.............................................................................................................................
.............................................................................................................................
.............................................................................................................................
.............................................................................................................................
.............................................................................................................................

Date complaint referred to managing solicitor: ..............................................................
Position: ......................................................................................................................
Review Date with Director of Professional Programs: ............................................
Action taken:
.............................................................................................................................
.............................................................................................................................
.............................................................................................................................
.............................................................................................................................
.............................................................................................................................

Complainant notified of action taken (please circle): YES/NO
Resolved (please circle): YES/NO
If yes, do any follow up procedures need to be completed?
.............................................................................................................................
.............................................................................................................................
.............................................................................................................................
.............................................................................................................................

If no, what is the follow up action from here?
.............................................................................................................................
.............................................................................................................................
.............................................................................................................................
.............................................................................................................................

Date: ________________    Signed: ____________________________
## Schedule 1—Scale of Costs

The amounts allowable under this Schedule may be increased by the operation of Rule 264.

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Drawing a document that is necessary to originate, or for use in, or in connection with, any proceeding or in a matter, whether litigious or otherwise, including the engrossment of the original, per A4 page, provided that a greater amount may be allowed where the matter is of importance and/or difficulty (see Notes D, E and G)</td>
<td>$65.00</td>
</tr>
<tr>
<td>2</td>
<td>Where a document is partly printed and partly drawn, the drawing fee for the drawn part will be allowed and, in addition, for the printed matter (including all perusals of the same), per A4 page (see Notes D and E)</td>
<td>$14.50</td>
</tr>
<tr>
<td>3</td>
<td>Engrossing the original of a document where no allowance is made for such engrossment elsewhere, including the solicitor's own copy, per A4 page (see Notes D and E)</td>
<td>$14.50</td>
</tr>
</tbody>
</table>
| 4 | Before 1 October 2008:  
   (a) photcopying or printing a document including printing an email (sent or received), per page. | $1.00   |
   
From 1 October 2008:  
   (b) subject to sub-item (c), photcopying or printing a document, including printing an e-mail (sent or received), per page; | $1.00   |
   (c) for photcopying or printing documents which are, or which should be, photocopied or printed at the same time (including the printing of e-mails), for each page after the first 20 pages. (see Note L) | $0.40   |
| 5 | Perusing a document, per A4 page or equivalent (However, if the document is of substance, an amount not exceeding $19.50 per A4 page or equivalent may be allowed) | $7.20   |
| 6 | Scanning of documents, including emails, where full perusal is not justified, per A4 page or equivalent (see Note D) | $2.10   |
Attendances
(see Note C)

7 The attendance of a solicitor where the nature of the work requires the exercise of special skill or legal knowledge, per hour $263.00
(see Note K)

8 The attendance of a solicitor where work done does not require special skills or legal knowledge, but where it is proper that a solicitor should personally attend, and travelling time, per hour $162.00
(see Note K)

9 Attending on an application, matter or adjudication in chambers or on a pre-trial conference, or a settlement conference (not certified fit for counsel) or a callover—
   (a) if short or matter adjourned without substantial argument $95.00
   (b) if ordinary $163.00
   (c) if protracted or of difficulty, per hour—in a range $263.00

10 Attendance of a clerk on work not properly able to be carried out by a junior clerk, including travelling time, per hour $127.00

11 Attending at Court to file or lodge documents or papers, or to set down, attendance to deliver documents or any other attendance capable of performance by a junior clerk, including, attending to set down a chamber application and to search the list for chamber appointments and all attendances necessary to settle and seal an order or other document, and filing or lodging documents or papers at Court electronically, per attendance or lodgment $21.00

12 An attendance by telephone of a solicitor, for each 6 minutes interval or part of 6 minutes $27.00

13 An attendance by telephone of a clerk—
   (a) on a matter of substance $13.50
   (b) on a short call where a message is left $3.10

14 An attendance on the swearing of an affidavit—
   (a) of a solicitor to be sworn to an affidavit $38.20
   (b) of a solicitor to take an affidavit where the solicitor or the solicitor's firm has prepared the affidavit $20.60
   (c) of a clerk to be sworn to an affidavit $20.60
   (d) of a solicitor on another person to be sworn to an affidavit where no charge is made under paragraph (b) (such fee is to include all charges for marking exhibits and for perusing or reading over the affidavit when the attendance properly does not exceed 15 minutes. If the attendance exceeds 15 minutes, the attendance will be allowed proportionately, at the rate fixed by item 7 of the scale.) $40.20

Letters

15 Any letter (including an email letter)—
   (a) per A4 page, provided that letters of less than one page and the first page of a letter are to be charged proportionally $65.00
   (b) circular letters after the first (including the cost of copying/printing), per A4 page $8.30
(see Notes D and E)
For receiving and sending documents by fax transmission and email and the electronic scanning of documents—

(a) for incoming fax transmissions,
   
   (i) Before 1 October 2008, per page $1.00
   
   (ii) From 1 October 2008
       
       the first 20 pages, per page $1.00
       
       for each subsequent page $0.40

(b) for outgoing fax transmissions, for the first page (and, for each subsequent page, an additional $2.10) $9.30

(c) for outgoing emails (not charged under item 15) (and, for each attachment, an additional $7.30) $7.30

(d) for electronically scanning documents, for the first sheet (and, for each subsequent sheet, an additional $2.10) $7.30

Where applicable, STD and ISD charges will be allowed as a disbursement.

For the payment of an account where an account in writing has been rendered and which is in order, including any letter sent with the payment of that account, if the letter relates solely to the account, and to include all disbursements on cheques $8.30

Registration of certificate of judgment under Service and Execution of Process Act 1992

Instructions for and attending to registration of a certificate of judgment under the Service and Execution of Process Act 1992 (Cth), including all correspondence, documents, attendances in relation thereto as assessed pursuant to section 22A(1) of the Act, but not exceeding $363.00

Miscellaneous

Paging, collating, binding and indexing copy documents for use of the Trial Judge, including the index

(a) for the first 10 A4 pages $9.30

(b) for more than 10 A4 pages $17.50

Paging, collating, binding and indexing a brief or appeal book—

(a) for 10 pages or less $18.60

(b) from 11 pages to 50 pages $74.30

(c) from 51 pages to 100 pages $123.00

(d) from 101 pages to 200 pages $195.00

(e) for more than 200 pages $285.00

Where it is proper to deliver more than one brief, and in respect of appeal books after the first, an additional amount of half of the amount allowable under this item for the first copy of the brief or appeal book will be allowed for each additional brief or appeal book.

Where a brief or appeal book exceeds 300 pages, the pages in excess of 300 pages may be treated as a separate brief or appeal book.

Care and consideration in the preparation of a brief is to be an amount in the discretion of the adjudicating officer but, in cases where oral evidence is to be called on disputed matters or where there is to be substantial argument on legal matters, the amount allowed is $85.00

Preparation of short form Claim for costs, per A4 page $65.00

Drawing and the engrossment of the original, and of the solicitor's own copy of—
(a) a proof of a witness for a brief, where it is not necessary substantially to recast any notes made of the statement of the witness or to collate any number of previous statements
(b) indices (where not otherwise provided)
(c) formal lists
(d) copies of extracts from other documents

per A4 page $32.00

24 The Lump Sum allowed on a default judgment pursuant to Rule 229(4) $1,790.00

Notes
A The amount allowed for each of the above items is to be at the discretion of the adjudicating officer, who is at liberty, in the particular circumstances of the matter, to disallow an item entirely or allow a greater or lesser amount for an item. The adjudicating officer may allow a greater amount where the matter is of importance of difficulty.

B Each Schedule of costs (other than a short form Claim for costs) must show—
   (a) the time spent on an attendance; and
   (b) the number of A4 pages (or the equivalent) contained in any document for which a charge is made; and
   (c) the name of any solicitor and the status of any clerk in respect of whom an attendance is charged; and
   (d) a separate identifying number for each item and the date of the item; and
   (e) the items of work and disbursements in chronological order.

C Where the time for an attendance is only a portion of an hour, such amount may be allowed in accordance with the scale as the proportion of the hour bears to the amount allowed for the whole of the hour.

D Where, in this Schedule, fees (other than for photocopying, printing, electronic scanning, or sending and receiving fax transmissions) are set by reference to an A4 page, such fees are fixed (except in the case of correspondence) on the basis that the typed or printed content of each page consists of 30 lines of 12 size print with a left hand margin no wider than 4 centimetres and a right hand margin no wider than 2 centimetres). Where correspondence is concerned, the fee is fixed on the basis that the typed content of each page consists of 45 lines in 12 size print with margins as previously stated in this note. The fee allowable may be adjusted by the adjudicating officer depending on whether the document or correspondence in question exceeds or falls short of those standards.

Where the contents of a document (or page of a document) are less than one A4 page in length, the fee allowed is, therefore, to be at the discretion of the adjudicating officer.

E Where a document is prepared on other than A4 paper, the amounts to be allowed under items 1, 2, 3 and 15 may be increased or decreased in the discretion of the adjudicating officer.

F Only the amount of disbursements actually paid or payable are to be shown in the Schedule as disbursements. Where a disbursement is yet to be paid, this must be specially stated.

G For drawing of any Schedule of costs (not including a short form Claim for costs), the adjudicating officer may allow an additional 50 per cent on all drawing fees.

H Such allowance for kilometerage by motor vehicle or other conveyance will be made as the adjudicating officer considers reasonable.
I Where the Court orders a party, or a party or person is otherwise required, to adjudicate
costs both as between party and party and solicitor and client, the appropriate form is to
be modified by the applicant so as to provide for the inclusion of both party and party and
solicitor and client costs and the respondent's respective responses thereto.

J The maximum rate for perusal is appropriate for documents such as pleadings,
particulars, advices and opinions and for the more complicated medical and expert
reports. A middle range figure will be appropriate for standard expert reports, lists of
documents and medical reports. The lower rate will apply to appearances, ordinary
attendance, special damages, vouchers and the like. In cases where a large volume of
documents is required to be perused, an hourly rate may be allowed by the adjudicating
officer instead of a perusal fee.

K When an instructing solicitor is in Court, the lower attendance rate should be allowed if
the solicitor is merely assisting counsel by being present, but the higher rate should be
allowed if the solicitor is more actively involved, for example, by proofing witnesses,
preparing indices, etc.

L Where a substantial number of sheets are, or should be, photocopied at the same time,
regard may be had to commercial photocopying rates in respect of multiple copies of the
same document, for each sheet after the first.

M The costs allowed in the scale do not include the Goods and Services Tax (GST) which is
to be added except in the following circumstances. GST should not be included in a claim
for costs in a party/party Schedule of costs if the receiving party is able to recover GST as
input tax credit. Where the receiving party is able to obtain an input tax credit for a
proportion of GST only, only the portion which is not eligible for credit should be
claimed in the party/party Schedule of costs. Where there is a dispute as to whether GST
is properly claimed in the party/party Schedule of costs, the receiving party must provide
a certificate signed by the solicitors or auditors of the receiving party as to the extent of
any input tax credit available to the receiving party.
**Annexure R**

**Schedule 2 - Scale of Costs from July 2011**

**(The amounts allowable under this Schedule may be increased by the operation of Rule 264)**

**DOCUMENTS**

**Drawing and engrossing**

[Including original and the lawyer’s file copy]

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Drawing any document of importance other than correspondence and those listed in item 2, per ¼ page.</td>
<td>$28.00</td>
</tr>
<tr>
<td>2</td>
<td>Drawing proofs, indices, formal lists, extracts from other documents, lists of authorities, or other formal documents, per ¼ page.</td>
<td>$14.00</td>
</tr>
<tr>
<td>3</td>
<td>Engrossing documents, when copying or scanning is not appropriate, per ¼ page.</td>
<td>$4.00</td>
</tr>
</tbody>
</table>

**Perusing and examining documents and electronic documents**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Perusing documents, per ¼ page.</td>
<td>$2.00-$8.00</td>
</tr>
<tr>
<td>5</td>
<td>Examining documents, when a perusal is not justified, per ¼ page.</td>
<td>$0.50</td>
</tr>
</tbody>
</table>

**Documents produced by copying or scanning, or receiving emails, faxes, or any other electronic transmissions**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>Per sheet.</td>
<td>$0.30</td>
</tr>
</tbody>
</table>

**ATTENDANCES AND COMMUNICATIONS**

**Attendances and oral communications, whether personal or by electronic communication, and including attendances to swear or take affidavits, per six minute unit**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>By a lawyer involving skill.</td>
<td>$30.00</td>
</tr>
<tr>
<td>8</td>
<td>By a lawyer not involving skill.</td>
<td>$18.00</td>
</tr>
<tr>
<td>9</td>
<td>By a non lawyer employed or engaged by a lawyer.</td>
<td>$14.00</td>
</tr>
<tr>
<td>10</td>
<td>Arranging appointments, per person, including all work involved.</td>
<td>$20.00</td>
</tr>
</tbody>
</table>

**Attending Hearings, including preparation, and when not attending as instructing lawyer for counsel**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>Short.</td>
<td>$110.00</td>
</tr>
<tr>
<td>12</td>
<td>Ordinary.</td>
<td>$190.00</td>
</tr>
<tr>
<td>13</td>
<td>If protracted, per 6 minute unit of hearing time.</td>
<td>$30.00</td>
</tr>
</tbody>
</table>

**Filing and delivery**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>14</td>
<td>Filing or delivery of documents other than personal service, when no other attendance is properly allowable.</td>
<td>$20.00</td>
</tr>
</tbody>
</table>

**CORRESPONDENCE**

[Including original to send and the lawyer’s file copy, and the ordinary postal or transmission expenses]

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>15</td>
<td>Whether sent by letter, email, SMS, or fax, per ¼ page.</td>
<td>$20.00</td>
</tr>
<tr>
<td>16</td>
<td>Circular correspondence, after the first, per item (plus copying for subsequent pages after the first page).</td>
<td>$10.00</td>
</tr>
</tbody>
</table>

**MISCELLANEOUS**
Paying disbursements by whatever means and including all work and associated expenses. $20.00

Preparation of Trial Books, Tender Books, Books of Exhibits, Application Books, Appeal Books and Briefs, including indices, pagination and binding, per page. $1.50

Lump sum on a default judgment. $2040.00

NOTES

General
A. The amount allowed for each of the above items is to be at the discretion of the adjudicating officer, who is at liberty, in the particular circumstances of the matter, to disallow an item entirely or allow a greater or lesser amount for an item. The adjudicating officer may allow a greater amount where the matter is of importance or difficulty.

B. The costs allowed in the scale do not include the Goods and Services Tax (GST) which is to be added except in the following circumstances. GST should not be included in a claim for costs in a short form Claim or Schedule of costs if the receiving party is able to recover GST as an input tax credit. If the receiving party is able to obtain an input tax credit for only a proportion of the GST, only the portion which is not eligible for credit should be claimed in the party/party Schedule of costs. If there is a dispute as to whether GST is properly claimed in the party/party Schedule of costs, the receiving party must provide a certificate signed by the lawyers or auditors of the receiving party as to the extent of any input tax credit available to the receiving party.

Attendances
C. A six minute unit comprises six minutes or part thereof, but no part is to be allowed as a full unit if it is unreasonable to do so.

D. When a lawyer is instructing counsel, the lower attendance rate should be allowed if the lawyer is merely assisting by being present, but the higher rate should be allowed if the lawyer is more actively involved, for example, by proofing witnesses, preparing indices, etc.

Documents and perusals
E. Unless the adjudicating officer considers there is good reason to depart from it, pages for items in this Schedule are to be measured by compliance with Practice Direction 1.7.1 and on the basis that a full page contains 44 lines and a quarter page contains 11 lines. A part of a quarter page is to be treated as a full quarter page. Each page of a short form claim for costs or itemised schedule of costs drawn in accordance with the practice direction may be allowed as a standard page.

F. If a document is prepared on other than A4 paper, the amounts to be allowed may be increased or decreased in the discretion of the adjudicating officer.

G. A rate towards the maximum rate for perusal is appropriate for documents such as pleadings, particulars, advice and opinions and for the more complicated medical and expert reports. A middle range figure will be appropriate for standard expert reports, lists of documents and medical reports. A rate towards the lower rate will apply to appearances, notices of address for service, ordinary correspondence, special damages vouchers and the like. In cases in which a large volume of documents must be perused, an hourly rate may be allowed by the adjudicating officer instead of a perusal fee.

Copying, scanning and emailing
H. When a substantial number of sheets are, or should be, photocopied or scanned at the same time, regard may be had to commercial photocopying rates in respect of multiple copies of the same document, for each sheet after the first.

I. When multiple emails or SMSs are claimed, those dealing with the same issues over a period of 48 hours extending over not more than three consecutive days excluding non-business days will be treated as one.

Disbursements
J. Allowable disbursements are whenever possible to be included in the same item as the corresponding claim for lawyer’s costs, but within the disbursements column.
K Only the amount of disbursements actually paid or payable are to be shown in the Schedule as disbursements. If a disbursement is yet to be paid, this must be specially stated.

L Such allowance for kilometerage by motor vehicle or other conveyance will be made as the adjudicating officer considers reasonable.

Schedules of Costs
M Each Schedule of costs (other than a short form Claim for costs) must show—
   (a) the time spent on an attendance; and
   (b) the number of A4 pages (or the equivalent) contained in any document for which a charge is made; and
   (c) the name of any lawyer and the status of any clerk in respect of whom an attendance is charged; and
   (d) a separate identifying number for each item and the date of the item; and
   (e) the items of work and disbursements in chronological order; and
   (f) succinctly the nature of the work done.

N When the Court orders a party, or a party or person is otherwise required, to adjudicate costs both as between party and party and lawyer and client, the appropriate form is to be modified by the applicant so as to provide for the inclusion of both party and party and lawyer and client costs and the respondent's respective responses thereto.
Annexure S

Facebook Page Protocols

Social media
Facebook has more than 500 million users world-wide, with 10 million active users in Australia. More than 6.6 million Australians check their Facebook every day. The UniSA Legal Advice Clinic is a down to earth, contemporary legal service. Many of our Student Advisors are young adults, as are many clients.

We use our Facebook page to increase awareness of the Clinic and the services we offer. Our presence on Facebook is also intended to give the Clinic brand a personality, and allow us to maintain a connection with the community.

Our Facebook page is aimed at current and prospective clients, and the public at large. The page is not directed at attracting students to UniSA or to working in the Clinic, even though the page may have that effect.

Student advisor involvement
Student advisors are encouraged to:
- 'Like' the facebook page
- Take photos at Clinic events such as the 'homeless expo' to post on the facebook page
- Look at the clinic's facebook page regularly to check for updates
- Sharing the link to the clinic page on facebook
- Report any problems with the page to the managing solicitor
- Come up with status updates

Administrators
The supervising solicitor will be the sole administrator of the clinic facebook page. Information on how to administer a page can be found at: http://www.facebook.com/help?page=259583970763654

Status updates
Once a month, the facebook status will be updated. This will be on the last Friday of every month. This update can be taken from the list of approved updates (see page 4). Alternatively, student advisors may make suggestions to the supervising solicitor which may or may not be approved. The supervising solicitor is responsible for uploading the update onto the page on this date.

Status updates can be used to:
- Remind users of our services ('We may be able help draft letters')
- Give information about upcoming events
- Share news about the Clinic
- Advise users about closures and re-openings
- Comment on relevant events
- Share relevant news about the UniSA Law School
- Remind users where we are on certain days
- Share milestones (eg. 500th Client, 1st Birthday)
- Link to relevant news stories (Establishment of new court, service or legislation)
Guidelines for appropriate status updates

It is important that the tone and content of postings is appropriate considering the image of the Clinic and the legal profession generally. However, this should not mean that postings are cold, boring, or lacking in personality.

Postings should be conversational and authentic, using a personal first-person voice. The Clinic will refer to itself as ‘we’ or ‘us’ and address postings personally to ‘you’.

EG: We at the Legal Advice Clinic may be able to help you
NOT: Advisors at the Clinic may be able to help people

For more information on what and how to communicate see:
https://developers.facebook.com/attachment/PagesGuide_FINAL.pdf/

Postings should be personal but image conscious.
Postings should be clear and concise, in plain language.

Humour, puns and wit are encouraged. However, postings must not be offensive, political, controversial, sexist, racist, homophobic or in breach of any client’s confidentiality. Language should adhere to the UniSA Inclusive Language Policy, available:
The administrator must read and adhere to the UniSA Inclusive Language Policy.

Images

Images create much more of an impact than text. For this reason the Clinic will aspire to post images as frequently as possible, while ensuring that images are relevant.

Relevant images may include:
- Photos from events attended by Clinic staff and or students
- Photos of the Law building and facilities
- Photos from Clinic events
- Photos from public seminars run by the Law School
- Promotional images used by the Clinic
- Promotional materials, such as brochures, created for the Clinic

Rules:
- The Managing Solicitor and the Director of Professional Programs must approve all images posted.
- Permission to use the image for promotional purposes must be obtained from any person prominently identified in the image. Individuals must never be tagged with a link to their personal Facebook account.
- Photos may be tagged by location, unless taken within the Legal Advice Clinic itself. The UniSA Legal Advice Clinic must have the right to use and publish the image.
- Pictures should be captioned with relevant information. Captions may identify individuals by their role, but not by name, unless that person is a keynote speaker or a prominent person.
- Prominent people include well-known personalities, celebrities, politicians and senior UniSA staff, such as the Chancellor, Vice-Chancellor or Dean of Law.
'Likes'
The UniSA Legal Advice Clinic Page will not 'like' comments, make comment on other pages, or 'like' other pages, issues or causes. This policy is designed to enable the clinic page to be neutral and unbiased in its views and its 'likes'.

Something's wrong!
If any student advisor suspects that there is a technical error or issue with the UniSA legal clinic facebook page, the Managing Solicitor must be notified as soon as reasonably possible. Facebook should also be contacted straight away if an issue, such as hacking, spam or abuse, is urgent.

Facebook Help and Support and FAQs:
Reporting Abuse / Violations / Hacking:
http://www.facebook.com/help/?page=178608028874393&ref=hcnav

List of approved status updates
- Today the UniSA Legal Advice Clinic launches our official Facebook page! Let's see if we can get to 100 likes by the end of the week 😊
- Having a problem with a landlord or tenant? We might be able to help.
- Even if you're pleading guilty, you should get legal advice before your hearing. We might be able to help you better present your case and get the fairest sentence possible.
- If you want to write a powerful legal letter, drop by the Clinic and see if we can help you out. We might even be able to write the whole thing for you!
- Yay! It’s Friday, we’re down at the Port Adelaide Magistrates Court so drop by Interview Room 5 any time.
- The earlier you seek advice, the more assistance we’re able to give. Don’t hesitate to contact us: 8302 7436
- Did you know we might be able to help you write up the documents you need for court? It’s not even cheating!
- Contesting a speeding fine or traffic charge? Get advice so you know where you stand.
- If you know someone who could use free legal advice, tell them to hit us up.
- If you work with clients who could benefit from our services, email us and we’ll send you a packet of nice shiny brochures.
- It’s Friday, Friday, Friday Oh… So we’re down at the Port Adelaide Magistrates Court. Drop by Interview Room 5 if you think we might be able to help.

By Date:
February 14: Yes! The Legal Advice Clinic is open Valentine’s Day. Sadly, our only love is the law.
March 10: Happy Birthday to us! The UniSA Legal Advice Clinic is one year old today. Please be advised that we like chocolate cake.
March 18: Happy Birthday Michael Kirby!
April 5: We advise that consuming excessive levels of chocolate is not a crime. Happy Easter!
We re-open Tuesday.
Homeless Expo: The UniSA Legal Advice Clinic will have a booth at this year’s Homeless Expo on [Date]. Keep an eye out for photos soon.

Other Relevant legal news:
Closure dates / Reopening;
Photos from events we appear at; relevant UniSA Law School news.
Annexure T

Induction Checklist for Students at Port Adelaide Magistrates Court

INDUCTION CHECKLIST FOR STUDENTS AT PORT ADELAIDE MAGISTRATES COURT

The following checklist is to be completed by the immediate supervisor of the student on the first day of their placement.

Once completed, this checklist is to be filed at the worksite as a formal record of induction.

<table>
<thead>
<tr>
<th>FIRST DAY:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Introductions</td>
</tr>
<tr>
<td>• Colleagues and other managers/supervisors in the work area</td>
</tr>
<tr>
<td>• Health &amp; Safety Representative</td>
</tr>
<tr>
<td>• First Aid Officer</td>
</tr>
<tr>
<td>• Fire/Emergency Warden</td>
</tr>
<tr>
<td>• Senior Sheriff’s Officer or equivalent</td>
</tr>
<tr>
<td>Work Site Tour</td>
</tr>
<tr>
<td>• Kitchen (tea and coffee arrangements)</td>
</tr>
<tr>
<td>• Toilets</td>
</tr>
<tr>
<td>• First aid kit</td>
</tr>
<tr>
<td>• Fire exits and evacuation points</td>
</tr>
<tr>
<td>Procedures Explained</td>
</tr>
<tr>
<td>• Emergency procedures, alarms, exits, stairs etc.</td>
</tr>
<tr>
<td>• Discuss safe work practices and local safety instructions</td>
</tr>
<tr>
<td>• Explain local first aid procedure</td>
</tr>
<tr>
<td>• Reporting a hazard, incident or injury</td>
</tr>
<tr>
<td>Other</td>
</tr>
<tr>
<td>• Expectations of role, work and behaviour in line with the Australian Solicitors’ Conduct Rules</td>
</tr>
<tr>
<td>• Expectations of role in achieving a safe and secure working environment</td>
</tr>
<tr>
<td>• Explain procedures relating to handling and storing of official information</td>
</tr>
<tr>
<td>• Discuss local office dress code, including “in court”, if applicable</td>
</tr>
<tr>
<td>• Lunch and refreshment breaks</td>
</tr>
</tbody>
</table>

Name: ___________________________________ Student
Signed: _________________________________ / /

Name: _________________________________ Supervisor / Manager
Signed: _________________________________ / /
EMERGENCY EVACUATION PROCEDURE

Staff, Students, Contractors and Visitors

OHSW & IM Services and FMU

ISSUE DATE: January 2012
Version: 1.6
Emergency Evacuation Procedure

If you hear a continuous alarm bell, tone or activation of an Emergency Warning Intercommunication System (EWIS) or are requested by an Emergency Evacuation Officer / Security Officer to evacuate the building you must:

- follow the Emergency Evacuation Officer / Security Officers instructions
- leave the building immediately by the nearest safest exit – do not hesitate
- DO NOT impede Emergency personnel, in stairwells, move to the left
- proceed to the assembly point indicated on the campus maps in each building
- remain at the assembly point until advised the emergency is over
- not re-enter the building until advised it is safe to do so by the Emergency Evacuation Officer / Security Officer.

At 101 Currie Street, please follow the directions of the Emergency Evacuation Officers.

**Lifts are not to be** used in any emergency evacuation.

**Responsibilities**

All occupants (including Contractors) are required to evacuate on hearing the alarm / evacuation signal. Wardens are to report any person refusing to comply with instructions during an emergency situation. The Emergency Services may take the appropriate action under law.

You are also breaching your duty of care responsibilities in accordance with the University’s Policy and OHSW legislation, as you may be placing someone at risk.

**DUTY OF CARE**

The highest priority is to ensure that everyone is evacuated
action is taken to secure their safety
all evacuees proceed to the designated assembly points
do not re-enter building until ‘all clear ‘ given.
EMERGENCY EVACUATION

A Emergency Control Organisation (ECO) is a structured team of trained emergency personnel in each building that will initiate an appropriate response to an emergency situation.

During emergencies, instructions given by Emergency Control Organisation (ECO) personnel shall overrule normal management structure.

Each staff-member has a duty of care obligation and shall comply with and / or assist emergency personnel in the execution of their duties.

Information that may initiate a decision to evacuate a building, group of buildings or the campus may come in various forms as listed below:

- **Fire Detector / EWIS / Fire Panel (FIP) is activated.**
- **Observed Emergency** Notification of a dangerous or emergency situation.
- **Telephone Threat** Advice is received of a bomb / chemical / biological threat.

Each floor of each building on campus shall have a specific map clearly indicating:
- Exit paths
- Nearest stairwell
- Assembly points.

Planned evacuations are conducted at least twice per calendar year.

Emergency Evacuation training is not building specific, so the training / knowledge can be transferred to any campus and building.

**Evacuation**

**Before an EMERGENCY Evacuation:** All occupants should make themselves familiar with the Emergency Evacuation Procedures for their building, the location of emergency exits and their assembly point.

On hearing the emergency alarm, any person in charge of a class, seminar or other meeting should instruct students and visitors to proceed quietly and quickly to the nearest exit - which should be nominated. When all students and visitors have left the room, the person in charge should leave and close the door to prevent spread of fire and smoke.

Lecturers should ensure that at the commencement of semester, or before commencing seminars or other meetings, the lecturer or convenor should advise those present of the exits to use in the event of a fire or other emergency.

In the case of you discovering an EMERGENCY:
- Sound the fire alarm system (if there is a push button alarm)
- Notify Security on 88888 (all hours), giving:
- Details of location, type and scale of the emergency, and
- The name and location of the caller
- Alert other people in the vicinity and
- Evacuate using the nearest safest exit and attend the designated assembly point

**MODES OF EVACUATIONS**

Emergency Evacuations procedures for UniSA buildings can be divided into two basic scenarios:

**ECO Evacuation - 8.30 am to 5 pm weekdays**
The nominated wardens in the Emergency Control Organisation are to execute the evacuation.

**Security Officer Evacuation - All other times including university holidays**
This mode is utilised outside of normal office hours and there is no guaranteed warden structure available.

The Security Officer on duty (SO) is the only guaranteed Emergency Evacuation Officer on duty.
EMERGENCY CONTROL ORGANISATION (ECO)

Principal Role or Responsibility

Structure

The Emergency Control Organisation (ECO) consists of trained emergency personnel in each building throughout the campuses.

The ECO comprises of the following designated appointments
- Chief Warden (CW)
- Security Officer (SO)
- Building Evacuation Officers (BEO)
- Deputy BEO (DBEO)
- Wardens (W)
- Marshalls (M)
- First Aid Officer (FAO)
- Site Services (Technical support)

The Emergency Control Organisation will manage and co-ordinate the evacuation of the building. They have been provided with specific roles and responsibilities in the University’s Emergency Evacuation Plan.

All Emergency Evacuation Officers can be quickly identified by the use of colored safety hard helmets (hats) as follows

<table>
<thead>
<tr>
<th>Helmet Description</th>
<th>Role</th>
</tr>
</thead>
<tbody>
<tr>
<td>WHITE helmet</td>
<td>Chief Warden and Deputy Chief Warden</td>
</tr>
<tr>
<td>WHITE helmet</td>
<td>Building Evacuation and Deputy Building Evacuation Officers</td>
</tr>
<tr>
<td>YELLOW helmet</td>
<td>Warden</td>
</tr>
<tr>
<td>YELLOW OR WHITE OR GREEN helmet with a First Aid sign on it</td>
<td>First Aid Officer</td>
</tr>
<tr>
<td>Wear a UniSA Security uniform, their WHITE helmet will also have a First Aid sign on it</td>
<td>Security Officers</td>
</tr>
</tbody>
</table>

Chief Warden (CW) Facilities Coordinator
White Helmet

On becoming aware of an emergency the Chief Warden shall ascertain the nature of the emergency and determine appropriate action. If an emergency is declared, the Chief Warden shall initiate the emergency procedures.

The Chief Warden may assume these responsibilities from a remote location and may not always be on their ‘home’ campus.

Building Evacuation Officer (BEO)
White Helmet

Upon notification of an emergency the BEO shall assume control of the emergency from the time an alarm is given until the Emergency Response Organisation recommendation is given for building re-entry.

The BEO may assume the responsibilities of the Chief Warden / Security, if the Chief Warden / Security are unavailable.
Deputy Building Evacuation Officer (DBEO)  
White Helmet  
The Deputy Building Evacuation Officer shall be required to assume the responsibilities normally carried out by the BEO in the absence of the BEO, otherwise assist as required.  
Deputies are appointed to ensure continuity of BEO functions during absences.

Warden (W)  
Yellow Helmet  
On hearing an alarm or on becoming aware of an emergency, the Warden shall implement their emergency evacuation duties.

Marshall (M)  
To assist Wardens as required.

First Aid Officer (FAO)  
Yellow or White or Green Helmet with a First Aid sign  
Shall evacuate the building and render first aid assistance, during and after an emergency situation.

Security Officer (SO)  
White Helmet  
The on duty Security Officer receives all fire alarms via a pager. They will attend the building FIP at the building where the alarm has been activated. The SO works with all ECO personnel to advise and assist where required.  
The SO is one of the Campus designated first aid personnel and will have a First Aid badge on their helmet.

Personal Emergency Evacuation Plan (PEEP) - Assistance For Disabled Persons (include physical, sensory, cognitive or developmental disabilities) permanent or temporary.

For the purposes of evacuation procedures, people should be considered as disabled if they are unable to evacuate the building without assistance, requires different forms of communication, or if their time to exit the building would be much greater than the average building occupant.

Australian Standard 3745-2010 requires a disabled person to have a customised emergency plan - Personal Emergency Evacuation Plan (PEEP) form OHSW82. A separate PEEP is required for each building that you may be located in. Once developed and practiced, the individualised PEEP shall be circulated to those persons responsible for its implementation with a confidential copy on file with OHSW & IM Services.

It is important that disabled persons participate in the planned emergency evacuations.
THREAT PROCEDURE - BOMB / CHEMICAL / BIOLOGICAL

Introduction
The bomb / chemical / biological threat is a serious public nuisance of modern times. Each one could be a cruel prank or a warning of an impending bomb attack. Usually, they are committed by individuals seeking to inflict alarm and confusion on an otherwise peaceful organisation. At UniSA incident history suggests they are more common at exam time and / or at exam venues. The problem can be minimised by proper planning and nomination of appropriate decision-making authorities.

Threats
The threats may be in one of the following forms:

Written threat:
If a bomb threat is received in writing, it should be kept, including any envelope or container. Once a message is recognised as a bomb threat, further unnecessary handling should be avoided. Every possible effort has to be made to retain evidence such as possible fingerprints, handwriting or typewriting, paper and postmarks. Such evidence should be protected by placing it in an envelope (preferably a plastic envelope or sleeve).

Telephone threat:
An accurate analysis of the telephone threat can provide valuable information on which to base recommendations, action and subsequent investigation. The person receiving the bomb threat by telephone should NOT HANG UP and, as soon as possible, should complete the information required on a Telephone Threat Check List (attached). A Telephone Threat Check List should be held by the telephonist and other persons who regularly accept incoming telephone calls. The reason for not hanging up is to assist in call tracing.

Suspect Objects:
A suspect object is any object found on the premises and deemed a possible threat by virtue of its characteristics, location and circumstances.

Evaluation
Following an analysis of information received, the Chief Warden, or in his/her absence, the on duty Campus Security officer should categorise the telephone threats which may be either specific or non-specific as follows:

Specific Threat: In this case the caller will provide more detailed information which could include statements describing the device, why it was placed, its location, the time of activation and other details. Although less common, the specific threat is the more credible.

Non-Specific Threats: In this instance an individual may make a simple statement to the effect that a device has been placed. Generally very little, if any, additional detail is conveyed before the caller terminates the conversation.

The non-specific threat is the more common, but neither can be immediately discredited without investigation. In other words, every threat has to be treated as genuine until proven otherwise. Evaluation involves assessing one of four possible alternatives-

1. take no further action
2. search without evacuation
3. evacuate and search or
4. evacuate (without search)

Each of these options will have advantages and disadvantages related to safety, speed of search, thoroughness, productivity and morale, and has to be assessed against the potential risk.

Notification - Upon receipt of a threat or discovery of a suspect object, the SA Police should immediately be advised, but it should not be assumed that SA Police will conduct bomb searches. An advantage to having developed a bomb incident plan is that coordination with public safety organisations will have been arranged with a clear understanding of exactly what services can be provided, by whom and when.

Search - Those best qualified to carry out a thorough search in any given area are the occupants. These persons have knowledge and a better understanding of ‘what belongs’ or ‘what does not belong’ in a location at any given time. Generally speaking, law enforcement authorities do not possess intimate knowledge of the threat area and, although prepared to assist occupants, would be less likely to recognise what could be suspect.
The aim of the search is to identify any object which is not normally to be found in an area or location, or for which an owner is not readily identifiable or becomes suspect for any other reason, e.g.

- suspiciously labeled - similar to that described in the threat
- unusual size, shape and sound
- presence of pieces of tape, wire, string or explosive wrappings, or other unfamiliar materials.

If the decision to evacuate and search is made, persons should be requested to remove all personal belongings, e.g. Handbags, briefcases, shopping or carry bags when evacuating. This will facilitate the identification of suspect objects.

General priorities for searching follow a set sequence:
1. Outside areas including evacuation assembly points
2. Building entrances and exits and particularly, paths people will use to evacuate and
3. Public areas within buildings.

Other areas
Once external and public areas have been declared clear, a search should be conducted, beginning at the lowest levels and continuing upwards until every floor, including the roof, has been searched. Once a floor or room has been searched, it should be distinctly marked to avoid duplication of effort. The ECO personnel, due to their intimate knowledge of the building, should assist the relevant authorities in these procedures.

ON LOCATING A SUSPECT OBJECT, SEARCH PERSONNEL SHOULD NOT TOUCH OR MOVE IT

The location should be conspicuously marked, e.g. A paper trail to the nearest exit is most suitable. Ensure there are no other suspect objects in the vicinity then evacuate and isolate the area. Search of other areas should continue to ensure that there are no other suspect objects.

EVACUATION OPTIONS

Limitations of total evacuation: At first thought, immediate and total evacuation would seem to be the most appropriate response to a bomb threat do not necessarily follow those for a fire, e.g. doors and windows should be opened, to lessen blast effect, and not closed as in the case of fire. Additionally, there are significant safety and economic factors associated with a bomb threat that may weigh against an immediate evacuation as follows:

- Risk of injury: As a general rule, the easiest area in which to plant an object is in the shrubbery sometimes found outside a building, and adjoining car park or in an area to which the public has the easiest access. Immediate evacuation through these areas might increase the risk of injury and car parks should not normally be used as assembly areas.
- Response limitation: Total and prompt evacuation will remove personnel who may be required to make a search.
- Panic: A sudden bomb threat evacuation may cause panic and unpredictable behavior, leading to unnecessary risk of injury.
- Essential services: Some evacuations may be precluded by the essential nature of the operations conducted within the building.
- Loss to business services: While the protection of life should outweigh any economic loss, repeated threats may increase loss of business and interruption of services to an unacceptable level.

Thus, there are some conditions, which make immediate total evacuation an undesirable response to the bomb threat. Further, total and immediate evacuation, whilst risky, is the easy decision, and having taken the easy way, the hard decision of when to return still has to be made.

Partial Evacuation: One alternative to total evacuation is a partial evacuation. This response is particularly effective when the threat includes the specific or general location of the placed object or in those instances where a suspicious object has been located without prior warning. Partial evacuation can reduce risk of injury by removing non-essential personnel. Personnel essential to a search can remain, critical services can be continued and in cases of repeated threat, loss of output is minimised. However, partial evacuation requires a high degree of planning, training, supervision, coordination and rehearsal.
Suspect Mail Bomb / Devices

Suspect mail items have many similarities in common with other ‘suspect devices’ which may be encountered by an enterprise or individual. However, the philosophy in handling these items varies and is outside the scope of this document, but in the context of this Standard the procedures are the same. Notwithstanding, all staff responsible for handling mail should be trained in the identification and subsequent handling of suspect mail items. Where large quantities of mail are received, or where the organisation is considered at high risk, then consideration for the installation of specialised equipment must be a management priority.

Reference: Australian Bomb Data Centre

<table>
<thead>
<tr>
<th>If you are in building</th>
<th>Assembly Point Number</th>
<th>Go to this Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>101 Currie St</td>
<td>1</td>
<td>70 Light Square (Outside Lime 2 café)</td>
</tr>
<tr>
<td>189 Hindley St</td>
<td>2</td>
<td>Grassed Area East side of TAFE Morphett St</td>
</tr>
<tr>
<td>27/29 North Tce &amp; Gray St</td>
<td>3</td>
<td>N/E cnr Riviera Hotel (George St)</td>
</tr>
<tr>
<td>Barbara Hanrahan</td>
<td>4</td>
<td>Lion Courtyard</td>
</tr>
<tr>
<td>Catherine Helen Spence</td>
<td>4</td>
<td>Lion Courtyard</td>
</tr>
<tr>
<td>Child Care Centre</td>
<td>5</td>
<td>CW1 carpark</td>
</tr>
<tr>
<td>David Pank</td>
<td>6</td>
<td>Grassed Area Morphett St</td>
</tr>
<tr>
<td>Dorrit Black</td>
<td>7</td>
<td>Way Lee / George Kingston Courtyard</td>
</tr>
<tr>
<td>Elton Mayo</td>
<td>7</td>
<td>Way Lee / George Kingston Courtyard</td>
</tr>
<tr>
<td>Hawke Inst Building (Underdale)</td>
<td>8</td>
<td>School Oval West end of Building</td>
</tr>
<tr>
<td>Hans Heysen</td>
<td>4</td>
<td>Lion Courtyard</td>
</tr>
<tr>
<td>Hawke</td>
<td>4 7</td>
<td>Lion Courtyard OR Way Lee / George Kingston Courtyard</td>
</tr>
<tr>
<td>Kaurna</td>
<td>9</td>
<td>Barbara Hanrahan / Hans Heysen Courtyard</td>
</tr>
<tr>
<td>Law</td>
<td>10</td>
<td>Elton Mayo / Rowland Rees Courtyard OR Catherine Helen Spence / Barbecue Inn area</td>
</tr>
<tr>
<td>Liverpool St Studios</td>
<td>11</td>
<td>Way Lee / George Kingston Courtyard</td>
</tr>
<tr>
<td>Rowland Rees</td>
<td>11</td>
<td>Way Lee / George Kingston Courtyard</td>
</tr>
<tr>
<td>Sir George Kingston</td>
<td>10</td>
<td>Elton Mayo / Rowland Rees Courtyard</td>
</tr>
<tr>
<td>Student Lounge</td>
<td>4</td>
<td>Lion Courtyard</td>
</tr>
<tr>
<td>Way Lee</td>
<td>10</td>
<td>Elton Mayo / Rowland Rees Courtyard</td>
</tr>
<tr>
<td>Yungondi</td>
<td>4</td>
<td>Lion Courtyard</td>
</tr>
<tr>
<td>82 Waymouth St</td>
<td>No Number</td>
<td>Area between Union Hotel and CFS building</td>
</tr>
</tbody>
</table>
Australian Solicitors’ Conduct Rules

Adopted by the Council of the Law Society of South Australia on 25 July 2011

Amended by the Council of the Law Society of South Australia on 12 September 2011 via the inclusion of “SA Specific” Rules, 16A, 16B and 16C.
Introduction

The Australian Solicitors’ Conduct Rules are the culmination of work undertaken over a period of two years by the Law Council of Australia and its constituent bodies to develop a single, uniform set of Australian Solicitor’s Conduct Rules.

Nationally uniform professional conduct rules are an important step towards creating a national legal profession in Australia. Their adoption in all jurisdictions will ensure that all Australian solicitors are bound by a common set of professional obligations and ethical principles when dealing with their clients, the courts, their fellow legal practitioners and other persons.

A consultation draft of the Rules was released in early 2010. The many comments and suggestions for improvement received by the Law Council were carefully considered by the Law Council’s Professional Ethics Committee.

The Rules were subsequently revised and approved by the Law Council on 18 June 2011. They were subsequently adopted by the Council of the Law Society of South Australia on 25 July 2011, the Society’s Rules of Professional Conduct and Practice (first adopted in 2003) having been simultaneously revoked.

On 12 September 2011, the Society’s Council adopted Rules 16A, 16B and 16C as “SA specific” Rules. The provisions covered by these Rules are incorporated in the legislation in place in other jurisdictions, which operate under the current National Model Law for the profession.

Jan Martin
EXECUTIVE DIRECTOR
21 September 2011
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1. APPLICATION AND INTERPRETATION

1.1 These Rules apply to all solicitors within Australia, including Australian-registered foreign lawyers acting in the manner of a solicitor.

1.2 The definitions that apply in these Rules are set out in the glossary.

2. PURPOSE AND EFFECT OF THE RULES

2.1 The purpose of these Rules is to assist solicitors to act ethically and in accordance with the principles of professional conduct established by the common law and these Rules.

2.2 In considering whether a solicitor has engaged in unsatisfactory professional conduct or professional misconduct\(^1\), the Rules apply in addition to the common law.

2.3 A breach of these Rules is capable of constituting unsatisfactory professional conduct or professional misconduct, and may give rise to disciplinary action by the relevant regulatory authority, but cannot be enforced by a third party.

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\(^1\) In South Australia, the terms "unsatisfactory conduct" and "unprofessional conduct" (as defined in section 5(1) of the Legal Practitioners Act 1981), are used instead of "unsatisfactory professional conduct" and "professional misconduct" respectively. The Australian Solicitors' Conduct Rules define "unsatisfactory professional conduct" and "professional misconduct" slightly differently to how "unsatisfactory conduct" and "unprofessional conduct" are defined in the Legal Practitioners Act 1981. South Australian solicitors must comply with the requirements under the Legal Practitioners Act 1981 in this regard.
FUNDAMENTAL DUTIES OF SOLICITORS

3. PARAMOUNT DUTY TO THE COURT AND THE ADMINISTRATION OF JUSTICE
3.1 A solicitor’s duty to the court and the administration of justice is paramount and prevails to the extent of inconsistency with any other duty.

4. OTHER FUNDAMENTAL ETHICAL DUTIES
4.1 A solicitor must also:
   4.1.1 act in the best interests of a client in any matter in which the solicitor represents the client;
   4.1.2 be honest and courteous in all dealings in the course of legal practice;
   4.1.3 deliver legal services competently, diligently and as promptly as reasonably possible;
   4.1.4 avoid any compromise to their integrity and professional independence; and
   4.1.5 comply with these Rules and the law.

5. DISHONEST AND DISREPUTABLE CONDUCT
5.1 A solicitor must not engage in conduct, in the course of practice or otherwise, which demonstrates that the solicitor is not a fit and proper person to practise law, or which is likely to a material degree to:
   5.1.1 be prejudicial to, or diminish the public confidence in, the administration of justice; or
   5.1.2 bring the profession into disrepute.

6. UNDERTAKINGS
6.1 A solicitor who has given an undertaking in the course of legal practice must honour that undertaking and ensure the timely and effective performance of the undertaking, unless released by the recipient or by a court of competent jurisdiction.
6.2 A solicitor must not seek from another solicitor, or that solicitor’s employee, associate, or agent, undertakings in respect of a matter, that would require the cooperation of a third party who is not party to the undertaking.
RELATIONS WITH CLIENTS

7. COMMUNICATION OF ADVICE
7.1 A solicitor must provide clear and timely advice to assist a client to understand relevant legal issues and to make informed choices about action to be taken during the course of a matter, consistent with the terms of the engagement.
7.2 A solicitor must inform the client or the instructing solicitor about the alternatives to fully contested adjudication of the case which are reasonably available to the client, unless the solicitor believes on reasonable grounds that the client already has such an understanding of those alternatives as to permit the client to make decisions about the client’s best interests in relation to the litigation.

8. CLIENT INSTRUCTIONS
8.1 A solicitor must follow a client’s lawful, proper and competent instructions.

9. CONFIDENTIALITY
9.1 A solicitor must not disclose any information which is confidential to a client and acquired by the solicitor during the client’s engagement to any person who is not:
9.1.1 a solicitor who is a partner, principal, director, or employee of the solicitor’s law practice; or
9.1.2 a barrister or an employee of, or person otherwise engaged by, the solicitor’s law practice or by an associated entity for the purposes of delivering or administering legal services in relation to the client.

EXCEPT as permitted in Rule 9.2.
9.2 A solicitor may disclose confidential client information if:
9.2.1 the client expressly or impliedly authorises disclosure;
9.2.2 the solicitor is permitted or is compelled by law to disclose;
9.2.3 the solicitor discloses the information in a confidential setting, for the sole purpose of obtaining advice in connection with the solicitor’s legal or ethical obligations;
9.2.4 the solicitor discloses the information for the sole purpose of avoiding the probable commission of a serious criminal offence;
9.2.5 the solicitor discloses the information for the purpose of preventing imminent serious physical harm to the client or to another person; or
9.2.6 the information is disclosed to the insurer of the solicitor, law practice or associated entity.
10. CONFLICTS CONCERNING FORMER CLIENTS

10.1 A solicitor and law practice must avoid conflicts between the duties owed to current and former clients, except as permitted by Rule 10.2.

10.2 A solicitor or law practice who or which is in possession of confidential information of a former client where that information might reasonably be concluded to be material to the matter of another client and detrimental to the interests of the former client if disclosed, must not act for the current client in that matter UNLESS:

10.2.1 the former client has given informed written consent to the solicitor or law practice so acting; or

10.2.2 an effective information barrier has been established.

11. CONFLICT OF DUTIES CONCERNING CURRENT CLIENTS

11.1 A solicitor and a law practice must avoid conflicts between the duties owed to two or more current clients, except where permitted by this Rule.

11.2 If a solicitor or a law practice seeks to act for two or more clients in the same or related matters where the clients’ interests are adverse and there is a conflict or potential conflict of the duties to act in the best interests of each client, the solicitor or law practice must not act, except where permitted by Rule 11.3.

11.3 Where a solicitor or law practice seeks to act in the circumstances specified in Rule 11.2, the solicitor may, subject always to each solicitor discharging their duty to act in the best interests of their client, only act if each client:

11.3.1 is aware that the solicitor or law practice is also acting for another client; and

11.3.2 has given informed consent to the solicitor or law practice so acting.

11.4 In addition to the requirements of Rule 11.3, where a solicitor or law practice is in possession of confidential information of a client (the first client) which might reasonably be concluded to be material to another client’s current matter and detrimental to the interests of the first client if disclosed, there is a conflict of duties and the solicitor and the solicitor’s law practice must not act for the other client, except as follows:

11.4.1 a solicitor may act where there is a conflict of duties arising from the possession of confidential information, where each client has given informed consent to the solicitor acting for another client;

11.4.2 a law practice (and the solicitors concerned) may act where there is a conflict of duties arising from the possession of confidential information where an effective information barrier has been established.

11.5 If a solicitor or a law practice acts for more than one client in a matter and, during the course of the conduct of that matter, an actual conflict arises between the duties owed to two or more of those clients, the solicitor or law practice may only continue to act for one of the clients (or a group of clients between whom there is no conflict) provided that the duty of confidentiality to other client(s) is not put at risk and the parties have given informed consent.
12. CONFLICT CONCERNING A SOLICITOR’S OWN INTERESTS

12.1 A solicitor must not act for a client where there is a conflict between the duty to serve the best interests of a client and the interests of the solicitor or an associate of the solicitor, except as permitted by this Rule.

12.2 A solicitor must not exercise any undue influence intended to dispose the client to benefit the solicitor in excess of the solicitor’s fair remuneration for legal services provided to the client.

12.3 A solicitor must not borrow any money, nor assist an associate to borrow money, from:

12.3.1 a client of the solicitor or of the solicitor’s law practice; or

12.3.2 a former client of the solicitor or of the solicitor’s law practice who has indicated a continuing reliance upon the advice of the solicitor or of the solicitor’s law practice in relation to the investment of money,

UNLESS the client is:

(i) an Authorised Deposit-taking Institution;

(ii) a trustee company;

(iii) the responsible entity of a managed investment scheme registered under Chapter 5C of the Corporations Act 2001 (Cth) or a custodian for such a scheme;

(iv) an associate of the solicitor and the solicitor is able to discharge the onus of proving that a full written disclosure was made to the client and that the client’s interests are protected in the circumstances, whether by legal representation or otherwise; or

(v) the employer of the solicitor.

12.4 A solicitor will not have breached this Rule merely by:

12.4.1 drawing a Will appointing the solicitor or an associate of the solicitor as executor, provided the solicitor informs the client in writing before the client signs the Will:

(i) of any entitlement of the solicitor, or the solicitor’s law practice or associate, to claim executor’s commission;

(ii) of the inclusion in the Will of any provision entitling the solicitor, or the solicitor’s law practice or associate, to charge legal costs in relation to the administration of the estate; and

(iii) if the solicitor or the solicitor’s law practice or associate has an entitlement to claim commission, that the client could appoint as executor a person who might make no claim for executor’s commission.

12.4.2 drawing a Will or other instrument under which the solicitor (or the solicitor’s law practice or associate) will or may receive a substantial benefit other than any proper entitlement to executor’s commission and proper fees, provided the person instructing the solicitor is either:

(i) a member of the solicitor’s immediate family; or
(ii) a solicitor, or a member of the immediate family of a solicitor, who is a partner, employer, or employee, of the solicitor.

12.4.3 receiving a financial benefit from a third party in relation to any dealing where the solicitor represents a client, or from another service provider to whom a client has been referred by the solicitor, provided that the solicitor advises the client:

(i) that a commission or benefit is or may be payable to the solicitor in respect of the dealing or referral and the nature of that commission or benefit;

(ii) that the client may refuse any referral, and the client has given informed consent to the commission or benefit received or which may be received.

12.4.4 acting for a client in any dealing in which a financial benefit may be payable to a third party for referring the client, provided that the solicitor has first disclosed the payment or financial benefit to the client.

13. COMPLETION OR TERMINATION OF ENGAGEMENT

13.1 A solicitor with designated responsibility for a client’s matter must ensure completion of the legal services for that matter UNLESS:

13.1.1 the client has otherwise agreed;

13.1.2 the law practice is discharged from the engagement by the client;

13.1.3 the law practice terminates the engagement for just cause and on reasonable notice; or

13.1.4 the engagement comes to an end by operation of law.

13.2 Where a client is required to stand trial for a serious criminal offence, the client’s failure to make satisfactory arrangements for the payment of costs will not normally justify termination of the engagement UNLESS the solicitor or law practice has:

13.2.1 served written notice on the client of the solicitor’s intention, a reasonable time before the date appointed for commencement of the trial or the commencement of the sittings of the court in which the trial is listed, providing the client at least seven (7) days to make satisfactory arrangements for payment of the solicitor’s costs; and

13.2.2 given appropriate notice to the registrar of the court in which the trial is listed to commence.

13.3 Where a client is legally assisted and the grant of aid is withdrawn or otherwise terminated, a solicitor or law practice may terminate the engagement by giving reasonable notice in writing to the client, such that the client has a reasonable opportunity to make other satisfactory arrangements for payment of costs which would be incurred if the engagement continued.
14. CLIENT DOCUMENTS

14.1 A solicitor with designated responsibility for a client’s matter, must ensure that, upon completion or termination of the law practice’s engagement:

14.1.1 the client or former client; or

14.1.2 another person authorised by the client or former client,

is given any client documents (or if they are electronic documents copies of those documents), as soon as reasonably possible when requested to do so by the client, unless there is an effective lien.

14.2 A solicitor or solicitor’s law practice may destroy client documents after a period of 7 years has elapsed since the completion or termination of the engagement, except where there are client instructions or legislation to the contrary.

15. LIEN OVER ESSENTIAL DOCUMENTS

15.1 Notwithstanding Rule 14, when a solicitor claims to exercise a lien for unpaid legal costs over client documents which are essential to the client’s defence or prosecution of current proceedings:

15.1.1 if another solicitor is acting for the client, the first solicitor must surrender the documents to the second solicitor:

(i) if the second solicitor undertakes to hold the documents subject to the lien and with reasonable security for the unpaid costs; or

(ii) if the first solicitor agrees to the second solicitor agreeing to pay, or entering into an agreement with the client to procure payment of, the first solicitor’s costs upon completion of the relevant proceedings.

15.1.2 alternatively, the solicitor, upon receiving reasonable security for the unpaid costs, must deliver the documents to the client.

16. CHARGING FOR DOCUMENT STORAGE

16.1 A solicitor must not charge:

16.1.1 for the storage of documents, files or other property on behalf of clients or former clients of the solicitor or law practice (or predecessors in practice); or

16.1.2 for retrieval from storage of those documents, files or other property,

UNLESS the client or former client has agreed in writing to such charge being made.
16A LEGAL ASSISTANCE

16A.1 A practitioner has an obligation to inform clients as to their eligibility for legal aid either by way of assistance from the Legal Services Commission or the Litigation Assistance Fund, and/or any other scheme for delivering aid or legal assistance to members of the community where that practitioner has reason to believe that such a client may be so eligible.

16A.2 A practitioner shall give such assistance as may be reasonably necessary to a client in the making of an application for legal aid.

16A.3 Subject to any requirements of any legal aid agency:

16A.3.1 A practitioner who forms the view that a client in receipt of legal aid no longer has a reasonable prospect of success, the practitioner shall inform the legal aid agency accordingly and take such steps as may reasonably be necessary to ensure that the furnishing of aid is either terminated or reduced to reflect the opinion so formed;

16A.3.2 If a practitioner acting in a matter the subject of a grant of legal aid, becomes aware of any change in the financial position or other circumstances of the client, and if such change may be relevant to the continuing grant of aid or the terms upon which such aid may be continued, the legal aid agency shall be informed by the practitioner forthwith of such change;

16A.3.3 A practitioner who communicates matters pursuant to Sub-rules (a) and (b) hereof to the Legal Services Commission or any other legal aid agency shall inform the assisted person of the matters communicated.

16A.4 A practitioner shall not disclose to the Court or to any third person including any opposing practitioner or party that a client is assisted by the grant of legal aid or that an application for such a grant has been or will be made, except:

16A.4.1 upon the express instructions of the client and when such disclosure is necessary for the proper conduct of the matter; or

16A.4.2 as required by order of the Court or by statute.

16A.5 A practitioner shall not communicate with the Legal Services Commission with a view to dissuading the Commission from granting or continuing to grant legal assistance to another party involved in any matter, where opposition to the grant of legal aid is advanced simply on grounds relating to the overall merits of the matter or by general comment as to the eligibility of the other party for aid.

16A.6 If there is good reason to believe that the Commission may be unaware of any specific objective fact or facts clearly pertinent to the question of whether aid should be granted or continue to be granted the opposing practitioner may write to the Commission drawing attention to such fact or facts, but shall not urge that aid should not be granted.
16B  COMMUNICATING WITH CLIENTS ON COSTS

16B.1 It is a practitioner’s duty to communicate effectively and promptly with clients.

16B.2 Without limiting sub-rule 16B.1 the practitioner shall unless it is unreasonable or inappropriate in the circumstances so to do:

16B.2.1 as soon as practicable after first taking instructions from a client provide to the client written advice as to the reasonably estimated range of costs and disbursements the client may incur by pursuing the legal activity and the method of calculation of those costs;

16B.2.2 provide to the client as soon as practicable after taking instructions written advice as to the basis upon which the practitioner accepts the client’s retainer and in particular setting out the basis upon which the practitioner intends to charge the client for the services rendered and the current rates that apply to such charges; provided that such advice will not be required where there exists an applicable prior agreement by which all work done by the solicitor for that client or all work of a certain kind is subject to an agreed charging rate;

16B.2.3 provide to the client as and when reasonably requested, a review of the estimated costs and disbursements and the reasons therefore;

16B.2.4 provide to the client prior to the settlement of a litigious matter negotiated by the practitioner advice as to the likely minimum net amount that the client will receive should the matter be settled in accordance with the proposed settlement and should payments due from such settlement be no more than those of which the practitioner is reasonably aware at the time of the settlement.

16B.3 Nothing in this rule shall oblige a practitioner to provide the required advice if the practitioner has previously provided that written advice to the client.

16C  CONTINGENCY FEES

16C.1 A practitioner or firm of practitioners must not enter into a costs agreement under which the amount payable, or any part of the amount payable, to the practitioner or firm of practitioners is calculated by reference to a percentage of any judgment, settlement or monetary sum to be recovered by the client.

16C.2 A practitioner or firm of practitioners shall not charge fees which are unfair or unreasonable or enter into a costs agreement the terms of which are unfair or unreasonable. In considering whether the fees or the terms of a cost agreement are unfair or unreasonable regard shall be had to:-

16C.2.1 the nature of the matter;
16C.2.2 the amount at stake in the matter;
16C.2.3 the jurisdiction involved;
16C.2.4 the urgency of the matter;
16C.2.5 the ability of the client to understand and appreciate the terms of the agreement;
16C.2.6 the knowledge, experience and position of the client;
16C.2.7 whether the client has received independent advice about the fees or the agreement;

16C.2.8 whether the practitioner or firm has explained to the client any difference between the costs provided for by the agreement and the costs provided for by any relevant scale and the effect thereof on what can be recovered on a costs order;

16C.2.9 whether the costs agreement is a complying contingency costs agreement as defined below. A complying contingency costs agreement which provides for a solicitor/client fee which constitutes up to double the fees to which the firm or practitioner would otherwise be entitled if those fees were charged according to the scale contained in the current applicable schedule to the rules of the Supreme Court will be regarded as prima facie fair and reasonable;

16C.2.10 the experience, reputation and ability of the lawyer or lawyers performing the services;

16C.2.11 any other relevant matter.

16C.3 A complying contingency costs agreement is one:-

16C.3.1 which relates to a litigious matter other than a criminal or matrimonial matter;

16C.3.2 which is entered into either at the commencement of the practitioner’s retainer from the client or after initial investigation of the matter;

16C.3.3 which provides that in the event of the action being unsuccessful the practitioner either:-

16C.3.4 will not charge the client, or

16C.3.5 will charge the client only disbursements or some defined amount or proportion of disbursements;

16C.3.6 which relates to a matter where in the professional judgment of the practitioner the client’s claim has some prospect of success but where the risk of the claim failing and of the client having to meet his or her own costs is significant;

16C.3.7 where the practitioner has before the signing of the agreement informed the client of the client’s right to obtain independent legal advice and of the right to have the agreement reviewed by the Supreme Court pursuant to section 42(7) of the Legal Practitioners Act and of the right to have the fees charged reviewed by the Conduct Board under section 77A of the Legal Practitioners Act the agreement specifically records this;

16C.3.8 which:-

(i) is in writing and in plain English and sets out clearly the terms of the agreement and is signed by the client;

(ii) contains the provision that the client shall have a cooling off period of five clear business days from the signing of the contract during which he or she may, by giving notice in
writing to the practitioner, terminate the contingency fee agreement.

ADVOCACY AND LITIGATION

17. INDEPENDENCE – AVOIDANCE OF PERSONAL BIAS
17.1 A solicitor representing a client in a matter that is before the court must not act as the mere mouthpiece of the client or of the instructing solicitor (if any) and must exercise the forensic judgments called for during the case independently, after the appropriate consideration of the client’s and the instructing solicitor’s instructions where applicable.

17.2 A solicitor will not have breached the solicitor’s duty to the client, and will not have failed to give appropriate consideration to the client’s or the instructing solicitor’s instructions, simply by choosing, contrary to those instructions, to exercise the forensic judgments called for during the case so as to:
17.2.1 confine any hearing to those issues which the solicitor believes to be the real issues;
17.2.2 present the client’s case as quickly and simply as may be consistent with its robust advancement; or
17.2.3 inform the court of any persuasive authority against the client’s case.

17.3 A solicitor must not make submissions or express views to a court on any material evidence or issue in the case in terms which convey or appear to convey the solicitor’s personal opinion on the merits of that evidence or issue.

17.4 A solicitor must not become the surety for the client’s bail.

18. FORMALITY BEFORE THE COURT
18.1 A solicitor must not, in the presence of any of the parties or solicitors, deal with a court on terms of informal personal familiarity which may reasonably give the appearance that the solicitor has special favour with the court.

19. FRANKNESS IN COURT
19.1 A solicitor must not deceive or knowingly or recklessly mislead the court.

19.2 A solicitor must take all necessary steps to correct any misleading statement made by the solicitor to a court as soon as possible after the solicitor becomes aware that the statement was misleading.

19.3 A solicitor will not have made a misleading statement to a court simply by failing to correct an error in a statement made to the court by the opponent or any other person.

19.4 A solicitor seeking any interlocutory relief in an ex parte application must disclose to the court all factual or legal matters which:
19.4.1 are within the solicitor’s knowledge;
19.4.2 are not protected by legal professional privilege; and
19.4.3 The solicitor has reasonable grounds to believe would support an argument against granting the relief or limiting its terms adversely to the client.

10.5 A solicitor who has knowledge of matters which are within Rule 19.4 must:

19.5.1 Seek instructions for the waiver of legal professional privilege, if the matters are protected by that privilege, so as to permit the solicitor to disclose those matters under Rule 19.4; and

19.5.2 If the client does not waive the privilege as sought by the solicitor:

(i) must inform the client of the client's responsibility to authorise such disclosure and the possible consequences of not doing so; and

(ii) must inform the court that the solicitor cannot assure the court that all matters which should be disclosed to the court.

19.6 A solicitor must, at the appropriate time in the hearing of the case if the court has not yet been informed of that matter, inform the court of:

19.6.1 any binding authority;

19.6.2 where there is no binding authority, any authority decided by an Australian appellate court; and

19.6.3 any applicable legislation known to the solicitor and which the solicitor has reasonable grounds to believe to be directly in point, against the client's case.

10.7 A solicitor need not inform the court of matters within Rule 19.6 if at a time when the opponent tells the court that the opponent's whole case will be withdrawn or the opponent will consent to final judgment in favour of the client, unless the appropriate time for the solicitor to have informed the court of such matters in the ordinary course has already arrived or passed.

19.8 A solicitor who becomes aware of matters within Rule 19.6 after judgment or decision has been reserved and while it remains pending, whether the authority or legislation came into existence before or after argument, must inform the court of that matter by:

19.8.1 a letter to the court, copied to the opponent, and limited to the relevant reference unless the opponent has consented beforehand to further material in the letter; or

19.8.2 requesting the court to resit the case for further argument on a convenient date, after first notifying the opponent of the intended request and consulting the opponent as to the convenient date for further argument.

19.9 A solicitor need not inform the court of any matter otherwise within Rule 19.8 which would have rendered admissible any evidence tendered by the prosecution which the court has ruled inadmissible without calling on the defence.

19.10 A solicitor who knows or suspects that the prosecution is unaware of the client's previous conviction must not ask a prosecution witness whether there are previous convictions, in the hope of a negative answer.

19.11 A solicitor must inform the court of any misapprehension by the court as to the effect of an order which the court is making, as soon as the solicitor becomes aware of the misapprehension.
19.12 A solicitor must alert the opponent and if necessary inform the court if any express concession made in the course of a trial in civil proceedings by the opponent about evidence, case-law or legislation is to the knowledge of the solicitor contrary to the true position and is believed by the solicitor to have been made by mistake.

20. DELINQUENT OR GUILTY CLIENTS

20.1 A solicitor who, as a result of information provided by the client or a witness called on behalf of the client, learns during a hearing or after judgment or the decision is reserved and while it remains pending, that the client or a witness called on behalf of the client:

20.1.1 has lied in a material particular to the court or has procured another person to lie to the court;

20.1.2 has falsified or procured another person to falsify in any way a document which has been tendered; or

20.1.3 has suppressed or procured another person to suppress material evidence upon a topic where there was a positive duty to make disclosure to the court, must—

20.1.4 advise the client that the court should be informed of the lie, falsification or suppression and request authority so to inform the court; and

20.1.5 refuse to take any further part in the case unless the client authorises the solicitor to inform the court of the lie, falsification or suppression and must promptly inform the court of the lie, falsification or suppression upon the client authorising the solicitor to do so but otherwise may not inform the court of the lie, falsification or suppression.

20.2 A solicitor whose client in criminal proceedings confesses guilt to the solicitor but maintains a plea of not guilty:

20.2.1 may cease to act, if there is enough time for another solicitor to take over the case properly before the hearing, and the client does not insist on the solicitor continuing to appear for the client;

20.2.2 in cases where the solicitor continues to act for the client:

(i) must not falsely suggest that some other person committed the offence charged;

(ii) must not set up an affirmative case inconsistent with the confession;

(iii) may argue that the evidence as a whole does not prove that the client is guilty of the offence charged;

(iv) may argue that for some reason of law the client is not guilty of the offence charged; and

(v) may argue that for any other reason not prohibited by (i) and (ii) the client should not be convicted of the offence charged.

20.2.3 must not continue to act if the client insists on giving evidence denying guilt or requires the making of a statement asserting the client’s innocence.
20.3 A solicitor whose client informs the solicitor that the client intends to disobey a court’s order must:

20.3.1 advise the client against that course and warn the client of its dangers;
20.3.2 not advise the client how to carry out or conceal that course; and
20.3.3 not inform the court or the opponent of the client’s intention unless:
   (i) the client has authorised the solicitor to do so beforehand; or
   (ii) the solicitor believes on reasonable grounds that the client’s conduct constitutes a threat to any person’s safety.

21. RESPONSIBLE USE OF COURT PROCESS AND PRIVILEGE

21.1 A solicitor must take care to ensure that the solicitor’s advice to invoke the coercive powers of a court:

21.1.1 is reasonably justified by the material then available to the solicitor;
21.1.2 is appropriate for the robust advancement of the client’s case on its merits;
21.1.3 is not made principally in order to harass or embarrass a person; and
21.1.4 is not made principally in order to gain some collateral advantage for the client or the solicitor or the instructing solicitor out of court.

21.2 A solicitor must take care to ensure that decisions by the solicitor to make allegations or suggestions under privilege against any person:

21.2.1 are reasonably justified by the material then available to the solicitor;
21.2.2 are appropriate for the robust advancement of the client’s case on its merits; and
21.2.3 are not made principally in order to harass or embarrass a person.

21.3 A solicitor must not allege any matter of fact in:

21.3.1 any court document settled by the solicitor;
21.3.2 any submission during any hearing;
21.3.3 the course of an opening address; or
21.3.4 the course of a closing address or submission on the evidence,
unless the solicitor believes on reasonable grounds that the factual material already available provides a proper basis to do so.

21.4 A solicitor must not allege any matter of fact amounting to criminality, fraud or other serious misconduct against any person unless the solicitor believes on reasonable grounds that:

21.4.1 available material by which the allegation could be supported provides a proper basis for it; and
21.4.2 the client wishes the allegation to be made, after having been advised of the seriousness of the allegation and of the possible consequences for the client and the case if it is not made out.
21.5 A solicitor must not make a suggestion in cross-examination on credit unless the solicitor believes on reasonable grounds that acceptance of the suggestion would diminish the credibility of the evidence of the witness.

21.6 A solicitor may regard the opinion of an instructing solicitor that material which is available to the instructing solicitor is credible, being material which appears to the solicitor from its nature to support an allegation to which Rules 21.1, 21.2, 21.3 and 21.4 apply as a reasonable ground for holding the belief required by those Rules (except in the case of a closing address or submission on the evidence).

21.7 A solicitor who has instructions which justify submissions for the client in mitigation of the client's criminality which involve allegations of serious misconduct against any other person not able to answer the allegations in the case must seek to avoid disclosing the other person's identity directly or indirectly unless the solicitor believes on reasonable grounds that such disclosure is necessary for the proper conduct of the client's case.

21.8 Without limiting the generality of Rule 21.2, in proceedings in which an allegation of sexual assault, indecent assault or the commission of an act of indecency is made and in which the alleged victim gives evidence:

21.8.1 a solicitor must not ask that witness a question or pursue a line of questioning of that witness which is intended:
   (i) to mislead or confuse the witness; or
   (ii) to be unduly annoying, harassing, intimidating, offensive, oppressive, humiliating or repetitive; and

21.8.2 a solicitor must take into account any particular vulnerability of the witness in the manner and tone of the questions that the solicitor asks.

22. COMMUNICATION WITH OPPONENTS

22.1 A solicitor must not knowingly make a false statement to an opponent in relation to the case (including its compromise).

22.2 A solicitor must take all necessary steps to correct any false statement made by the solicitor to an opponent as soon as possible after the solicitor becomes aware that the statement was false.

22.3 A solicitor will not have made a false statement to the opponent simply by failing to correct an error on any matter stated to the solicitor by the opponent.

22.4 A solicitor must not confer or deal with any party represented by or to the knowledge of the solicitor indemnified by an insurer, unless the party and the insurer have signified willingness to that course.

22.5 A solicitor must not, outside an ex parte application or a hearing of which an opponent has had proper notice, communicate in the opponent's absence with the court concerning any matter of substance in connection with current proceedings unless

22.5.1 the court has first communicated with the solicitor in such a way as to require the solicitor to respond to the court, or

22.5.2 the opponent has consented beforehand to the solicitor communicating with the court in a specific manner notified to the opponent by the solicitor.
22.6 A solicitor must promptly tell the opponent what passes between the solicitor and a court in a communication referred to in Rule 22.5.

22.7 A solicitor must not raise any matter with a court in connection with current proceedings on any occasion to which an opponent has consented under Rule 22.5.2 other than the matters specifically notified to the solicitor by the opponent when seeking the opponent's consent.

22.8 A solicitor must take steps to inform the opponent as soon as possible after the solicitor has reasonable grounds to believe that there will be an application on behalf of the client to adjourn any hearing, of that fact and the grounds of the application, and must try, with the opponent's consent, to inform the court of that application promptly.

23. **OPPOSITION ACCESS TO WITNESSES**

23.1 A solicitor must not take any step to prevent or discourage a prospective witness or a witness from conferring with an opponent or being interviewed by or on behalf of any other person involved in the proceedings.

23.2 A solicitor will not have breached Rule 23.1 simply by telling a prospective witness or a witness that he or she need not agree to confer or to be interviewed or by advising about relevant obligations of confidentiality.

24. **INTEGRITY OF EVIDENCE – INFLUENCING EVIDENCE**

24.1 A solicitor must not:

24.1.1 advise or suggest to a witness that false or misleading evidence should be given nor condone another person doing so; or

24.1.2 coach a witness by advising what answers the witness should give to questions which might be asked.

24.2 A solicitor will not have breached Rules 24.1 by:

24.2.1 expressing a general admonition to tell the truth;

24.2.2 questioning and testing in conference the version of evidence to be given by a prospective witness; or

24.2.3 drawing the witness's attention to inconsistencies or other difficulties with the evidence, but must not encourage the witness to give evidence different from the evidence which the witness believes to be true.

25. **INTEGRITY OF EVIDENCE – TWO WITNESSES TOGETHER**

25.1 A solicitor must not confer with, or condone another solicitor conferring with, more than one lay witness (including a party or client) at the same time

25.1.1 about any issue which there are reasonable grounds for the solicitor to believe may be contentious at a hearing; and

25.1.2 where such conferral could affect evidence to be given by any of those witnesses,
unless the solicitor believes on reasonable grounds that special circumstances require such a conference.

25.2 A solicitor will not have breached Rule 25.1 by conferring with, or condoning another solicitor conferring with, more than one client about undertakings to a court, admissions or concessions of fact, amendments of pleadings or compromise.

26. **COMMUNICATION WITH WITNESSES UNDER CROSS-EXAMINATION**

26.1 A solicitor must not confer with any witness (including a party or client) called by the solicitor on any matter related to the proceedings while that witness remains under cross-examination, unless:

26.1.1 the cross-examiner has consented beforehand to the solicitor doing so; or

26.1.2 the solicitor:

   (i) believes on reasonable grounds that special circumstances (including the need for instructions on a proposed compromise) require such a conference;

   (ii) has, if possible, informed the cross-examiner beforehand of the solicitor’s intention to do so; and

   (iii) otherwise does inform the cross-examiner as soon as possible of the solicitor having done so.

27. **SOLICITOR AS MATERIAL WITNESS IN CLIENT’S CASE**

27.1 In a case in which it is known, or becomes apparent, that a solicitor will be required to give evidence material to the determination of contested issues before the court, the solicitor may not appear as advocate for the client in the hearing.

27.2 In a case in which it is known, or becomes apparent, that a solicitor will be required to give evidence material to the determination of contested issues before the court the solicitor, an associate of the solicitor or a law practice of which the solicitor is a member may act or continue to act for the client unless doing so would prejudice the administration of justice.

28. **PUBLIC COMMENT DURING CURRENT PROCEEDINGS**

28.1 A solicitor must not publish or take steps towards the publication of any material concerning current proceedings which may prejudice a fair trial or the administration of justice.

29. **PROSECUTOR’S DUTIES**

29.1 A prosecutor must fairly assist the court to arrive at the truth, must seek impartially to have the whole of the relevant evidence placed intelligibly before the court, and must seek to assist the court with adequate submissions of law to enable the law properly to be applied to the facts.
29.2 A prosecutor must not press the prosecution’s case for a conviction beyond a full and firm presentation of that case.

29.3 A prosecutor must not, by language or other conduct, seek to inflame or bias the court against the accused.

29.4 A prosecutor must not argue any proposition of fact or law which the prosecutor does not believe on reasonable grounds to be capable of contributing to a finding of guilt and also to carry weight.

29.5 A prosecutor must disclose to the opponent as soon as practicable all material (including the names of and means of finding prospective witnesses in connection with such material) available to the prosecutor of which the prosecutor becomes aware which could constitute evidence relevant to the guilt or innocence of the accused other than material subject to statutory immunity, unless the prosecutor believes on reasonable grounds that such disclosure, or full disclosure, would seriously threaten the integrity of the administration of justice in those proceedings or the safety of any person.

29.6 A prosecutor who has decided not to disclose material to the opponent under Rule 29.5 must consider whether:

29.6.1 the charge against the accused to which such material is relevant should be withdrawn; or

29.6.2 the accused should be faced only with a lesser charge to which such material would not be so relevant.

29.7 A prosecutor must call as part of the prosecution’s case all witnesses:

29.7.1 whose testimony is admissible and necessary for the presentation of all of the relevant circumstance;

29.7.2 whose testimony provides reasonable grounds for the prosecutor to believe that it could provide admissible evidence relevant to any matter in issue;

UNLESS:

(i) the opponent consents to the prosecutor not calling a particular witness;

(ii) the only matter with respect to which the particular witness can give admissible evidence has been dealt with by an admission on behalf of the accused;

(iii) the only matter with respect to which the particular witness can give admissible evidence goes to establishing a particular point already adequately established by another witness or other witnesses; or

(iv) the prosecutor believes on reasonable grounds that the testimony of a particular witness is plainly untruthful or is plainly unreliable,

provided that the prosecutor must inform the opponent as soon as practicable of the identity of any witness whom the prosecutor intends not to call on any ground within (ii), (iii) or (iv) together with the grounds on which the prosecutor has reached that decision.

29.8 A prosecutor who has reasonable grounds to believe that certain material available to the prosecution may have been unlawfully or improperly obtained must promptly;
29.8.1 inform the opponent if the prosecutor intends to use the material; and
29.8.2 make available to the opponent a copy of the material if it is in documentary form.

29.9 A prosecutor must not confer with or interview any accused except in the presence of the accused's legal representative.

29.10 A prosecutor must not inform the court or an opponent that the prosecution has evidence supporting an aspect of its case unless the prosecutor believes on reasonable grounds that such evidence will be available from material already available to the prosecutor.

29.11 A prosecutor who has informed the court of matters within Rule 29.10, and who has later learnt that such evidence will not be available, must immediately inform the opponent of that fact and must inform the court of it when next the case is before the court.

29.12 A prosecutor:
29.12.1 must correct any error made by the opponent in address of sentence;
29.12.2 must inform the court of any relevant authority or legislation bearing on the appropriate sentence;
29.12.3 must assist the court to avoid appealable error on the issue of sentence;
29.12.4 may submit that a custodial or non-custodial sentence is appropriate; and
29.12.5 may inform the court of an appropriate range of severity of penalty, including a period of imprisonment, by reference to relevant decisions.

29.13 A solicitor who appears as counsel assisting an inquisitorial body such as the Criminal Justice Commission, the Australian Crime Commission, the Australian Securities and Investments Commission, the ACCC, a Royal Commission or other statutory tribunal or body having investigative powers must act in accordance with Rules 29.1, 29.3 and 29.4 as if the body is a court referred to in those Rules and any person whose conduct is in question before the body is an accused referred to in Rule 29.

RELATIONS WITH OTHER SOLICITORS

30. ANOTHER SOLICITOR OR OTHER PERSON’S ERROR
30.1 A solicitor must not take unfair advantage of the obvious error of another solicitor or other person, if to do so would obtain for a client a benefit which has no supportable foundation in law or fact.

31. INADVERTENT DISCLOSURE
31.1 Unless otherwise permitted or compelled by law, a solicitor to whom material known or reasonably suspected to be confidential is disclosed by another solicitor, or by some other person and who is aware that the disclosure was inadvertent must not use the material and must:
31.1.1 return, destroy or delete the material (as appropriate) immediately upon becoming aware that disclosure was inadvertent; and
31.1.2 notify the other solicitor or the other person of the disclosure and the steps taken to prevent inappropriate misuse of the material.
31.2 A solicitor who reads part or all of the confidential material before becoming aware of its confidential status must:
31.2.1 notify the opposing solicitor or the other person immediately; and
31.2.2 not read any more of the material.
31.3 If a solicitor is instructed by a client to read confidential material received in error, the solicitor must refuse to do so.

32. **UNFOUNDED ALLEGATIONS**
32.1 A solicitor must not make an allegation against another Australian legal practitioner of unsatisfactory professional conduct or professional misconduct unless the allegation is made bona fide and the solicitor believes on reasonable grounds that available material by which the allegation could be supported provides a proper basis for it.

33. **COMMUNICATION WITH ANOTHER SOLICITOR’S CLIENT**
33.1 A solicitor must not deal directly with the client or clients of another practitioner unless:
33.1.1 the other practitioner has previously consented;
33.1.2 the solicitor believes on reasonable grounds that:
   (i) the circumstances are so urgent as to require the solicitor to do so, and
   (ii) the dealing would not be unfair to the opponent’s client;
33.1.3 the substance of the dealing is solely to enquire whether the other party or parties to a matter are represented and, if so, by whom; or
33.1.4 there is notice of the solicitor’s intention to communicate with the other party or parties, but the other practitioner has failed, after a reasonable time, to reply and there is a reasonable basis for proceeding with contact.

34. **DEALING WITH OTHER PERSONS**
34.1 A solicitor must not in any action or communication associated with representing a client:
34.1.1 make any statement which grossly exceeds the legitimate assertion of the rights or entitlements of the solicitor’s client, and which misleads or intimidates the other person;
34.1.2 threaten the institution of criminal or disciplinary proceedings against the other person if a civil liability to the solicitor’s client is not satisfied; or
34.1.3 use tactics that go beyond legitimate advocacy and which are primarily designed to embarrass or frustrate another person.

34.2 In the conduct or promotion of a solicitor’s practice, the solicitor must not seek instructions for the provision of legal services in a manner likely to oppress or harass a person who, by reason of some recent trauma or injury, or other circumstances is, or might reasonably be expected to be, at a significant disadvantage in dealing with the solicitor at the time when the instructions are sought.

35. CONTRACTING WITH THIRD PARTIES
35.1 If a solicitor instructs a third party on behalf of the client, and the solicitor is not intending to accept personal liability for payment of the third party’s fees, the solicitor must advise the third party in advance.

LAW PRACTICE MANAGEMENT

36. ADVERTISING
36.1 A solicitor or principal of a law practice must ensure that any advertising, marketing, or promotion in connection with the solicitor or law practice is not:
36.1.1 false;
36.1.2 misleading or deceptive or likely to mislead or deceive;
36.1.3 offensive; or
36.1.4 prohibited by law.
36.2 A solicitor must not convey a false, misleading or deceptive impression of specialist expertise and must not advertise or authorise advertising in a manner that uses the words “accredited specialist” or a derivative of those words (including post-nominals), unless the solicitor is a specialist accredited by the relevant professional body.

37. SUPERVISION OF LEGAL SERVICES
37.1 A solicitor with designated responsibility for a matter must exercise reasonable supervision over solicitors and all other employees engaged in the provision of the legal services for that matter.

38. RETURNING JUDICIAL OFFICERS
38.1 A solicitor who is a former judicial officer must not appear in:
(i) any court if the solicitor has been a member thereof or presided therein; or
(ii) any court from which appeals to any court of which the solicitor was formerly a member may be made or brought,
for a period of two years after ceasing to hold that office unless permitted by the relevant court.

39. **SHARING PREMISES**

39.1 Where a solicitor or law practice shares an office with any other entity or business engaged in another calling, and a client is receiving services concurrently from both the law practice and the other entity, the solicitor, or law practice (as the case requires) must take all reasonable steps to ensure that the client is clearly informed about the nature and the terms of the services being provided to the client by the law practice, including (if applicable) that the services provided by the other entity are not provided by the law practice.

40. **SHARING RECEIPTS**

40.1 A solicitor must not, in relation to the conduct of the solicitor’s practice, or the delivery of legal services, share, or enter into any arrangement for the sharing of, the receipts arising from the provision of legal services by the solicitor, with:

40.1.1 any disqualified person; or

40.1.2 any person convicted of an indictable offence that involved dishonest conduct, whether or not a conviction was recorded.

41. **MORTGAGE FINANCING AND MANAGED INVESTMENTS**

41.1 A solicitor must not conduct a managed investment scheme or engage in mortgage financing as part of their law practice, except under a scheme administered by the relevant professional body and where no claim may be made against a fidelity fund.

42. **ANTI-DISCRIMINATION AND HARRASSMENT**

42.1 A solicitor must not in the course of practice, engage in conduct which constitutes:

42.1.1 discrimination;

42.1.2 sexual harassment; or

42.1.3 workplace bullying.

43. **DEALING WITH THE REGULATORY AUTHORITY**

43.1 Subject only to his or her duty to the client, a solicitor must be open and frank in his or her dealings with a regulatory authority.

43.2 A solicitor must respond within a reasonable time and in any event within 14 days (or such extended time as the regulatory authority may allow) to any requirement of the regulatory authority for comments or information in relation to the solicitor’s conduct or professional behaviour in the course of the regulatory authority investigating conduct which may be unsatisfactory professional conduct or professional misconduct and in doing so the solicitor must furnish in writing a full and accurate account of his or her conduct in relation to the matter.
GLOSSARY OF TERMS

“associate” in reference to a solicitor means:
(a) a partner, employee, or agent of the solicitor or of the solicitor’s law practice;
(b) a corporation or partnership in which the solicitor has a material beneficial interest;
(c) in the case of the solicitor’s incorporated legal practice, a director of the incorporated legal practice or of a subsidiary of the incorporated legal practice;
(d) a member of the solicitor’s immediate family; or
(e) a member of the immediate family of a partner of the solicitor’s law practice or of the immediate family of a director of the solicitor’s incorporated legal practice or a subsidiary of the incorporated legal practice.

“associated entity” means an entity that is not part of the law practice but which provides legal or administrative services to a law practice, including but not limited to:
(a) a service trust or company; or
(b) a partnerships of law practices operating under the same trading name or a name which includes all or part of the trading name of the law practice.

“Australian legal practitioner” means an Australian lawyer who holds or is taken to hold an Australian practising certificate.

“Australian practising certificate” means a current practising certificate granted under the legal profession legislation of any Australian jurisdiction.

“Australian registered foreign lawyer” has the same meaning as set out in legal profession legislation.

“Australian roll” means a roll of practitioners maintained under the legal profession legislation of any Australian jurisdiction.

“Authorised Deposit-taking Institution” has the same meaning as an Authorised Deposit-taking Institution within the meaning of the Banking Act 1959 (Cth).

“barrister” means an Australian legal practitioner whose Australian practising certificate is subject to a condition that the holder is authorised to engage in legal practice as or in the manner of a barrister only.

“case” means:
(a) the court proceedings for which the solicitor is engaged; or
(b) the dispute in which the solicitor is advising.

“client” with respect to the solicitor or the solicitor’s law practice means a person (not an instructing solicitor) for whom the solicitor is engaged to provide legal services for a matter.

“client documents” means documents to which a client is entitled. “compromise” includes any form of settlement of a case, whether pursuant to a formal offer under the rules or procedure of a court, or otherwise.

“corporate solicitor” means an Australian legal practitioner who engages in legal practice only in the capacity of an in-house lawyer for his or her employer or a related entity.

“costs” includes disbursements.

“court” means:
(a) any body described as such;
(b) any tribunal exercising judicial, or quasi-judicial, functions;
(c) a professional disciplinary tribunal;
(d) an industrial tribunal;
(e) an administrative tribunal;
(f) an investigation or inquiry established or conducted under statute or by a Parliament;
(g) a Royal Commission;
(h) an arbitration or mediation or any other form of dispute resolution.

"current proceedings" means proceedings which have not been determined, including proceedings in which there is still the real possibility of an appeal or other challenge to a decision being filed, heard or decided.

"discrimination" means discrimination that is unlawful under the applicable state, territory or federal anti-discrimination or human rights legislation.

"disqualified person" means any of the following persons whether the thing that has happened to the person happened before or after the commencement of this definition:

(a) a person whose name has (whether or not at his or her own request) been removed from an Australian roll and who has not subsequently been admitted or re-admitted to the legal profession under legal profession legislation or a corresponding law;

(b) a person whose Australian practising certificate has been suspended or cancelled under legal profession legislation or a corresponding law and who, because of the cancellation, is not an Australian legal practitioner or in relation to whom that suspension has not finished;

(c) a person who has been refused a renewal of an Australian practising certificate under legal profession legislation or a corresponding law, and to whom an Australian practising certificate has not been granted at a later time;

(d) a person who is the subject of an order under legal profession legislation or a corresponding law prohibiting a law practice from employing or paying the person in connection with the relevant practice;

(e) a person who is the subject of an order under legal profession legislation or a corresponding law prohibiting an Australian legal practitioner from being a partner of the person in a business that includes the solicitor’s practice; or

(f) a person who is the subject of any order under legal profession legislation or corresponding law, disqualifying them from managing an incorporated legal practice or from engaging in partnerships with certain partners who are not Australian legal practitioners.

"engagement" means the appointment of a solicitor or of a solicitor’s law practice to provide legal services for a matter.

"employee" means a person who is employed or under a contract of service or contract for services in or by an entity whether or not:

(a) the person works full-time, part-time, or on a temporary or casual basis; or
(b) the person is a law clerk or articled clerk.
“employer” in relation to a corporate solicitor means a person or body (not being another solicitor or a law practice) who or which employs the solicitor whether or not the person or body pays or contributes to the solicitor’s salary.

“former client” for the purposes of Rule 10.1, may include a person or entity that has previously instructed:

(a) the solicitor;
(b) the solicitor’s current law practice;
(c) the solicitor’s former law practice, while the solicitor was at the former law practice;
(d) the former law practice of a partner, co-director or employee of the solicitor, while the partner, co-director or employee was at the former law practice,

or, has provided confidential information to a solicitor, notwithstanding that the solicitor was not formally retained and did not render an account.

“immediate family” means the spouse (which expression may include a de facto spouse or partner of the same sex), or a child, grandchild, sibling, parent or grandparent of a solicitor.

“instructing solicitor” means a solicitor or law practice who engages another solicitor to provide legal services for a client for a matter.

“insurance company” includes any entity, whether statutory or otherwise, which indemnifies persons against civil claims.

“law practice” means:

(a) an Australian legal practitioner who is a sole solicitor;
(b) a partnership of which the solicitor is a partner;
(c) a multi-disciplinary partnership; or
(d) an incorporated legal practice.

“legal costs” means amounts that a person has been or may be charged by, or is or may become liable to pay to, a law practice for the provision of legal services including disbursements but not including interest.

“legal profession legislation” means a law of a State or Territory that regulates legal practice and the provision of legal services.

“legal services” means work done, or business transacted, in the ordinary course of legal practice.

“managed investment scheme” has the same meaning as in Chapter 5C of the Corporations Act 2001 (Cth).

“matter” means any legal service the subject of an engagement or required to be provided by the solicitor or the solicitor’s law practice to fulfil an engagement and includes services provided for:

(a) a case;
(b) a dealing between parties that may affect, create or be related to a right, entitlement or interest in property of any kind; or
(c) advice on the law.

“mortgage financing” means facilitating a loan secured or intended to be secured by mortgage by –
(a) acting as an intermediary to match a prospective lender and borrower;
(b) arranging the loan; or
(c) receiving or dealing with payments under the loan,
but does not include:
(d) providing legal advice, or preparing an instrument, for the loan;
(e) merely referring a person to a prospective lender or borrower, without contacting
the prospective lender or borrower on that person’s behalf or facilitating a loan
between family members; or
(f) facilitating a loan secured by mortgage:
   (i) of which an Australian legal practitioner is the beneficial owner; or
   (ii) held by an Australian legal practitioner or a corporation in his, her or its
capacity as the trustee of any will or settlement, or which will be so held
once executed or transferred.

“multi-disciplinary partnership” means:
(a) a partnership between one or more solicitors and one or more other persons who
are not solicitors, where the business of the partnership includes the provision of
legal services in this jurisdiction as well as other services;
but does not include:
(b) a partnership consisting only of one or more solicitors and one or more
Australian-registered foreign lawyers.

“opponent” means:
(a) the practitioner appearing for a party opposed to the client of the solicitor in
question; or
(b) that party, if the party is unrepresented.

“order” includes a judgment, decision or determination.

“party” includes each one of the persons or corporations who or which is jointly a party to
any matter.

“practitioner” means a person or law practice entitled to practise the profession of law.

“principal” means a solicitor who is the holder of a principal practising certificate, within
the meaning of legal profession legislation.

“professional misconduct” includes:
(a) unsatisfactory professional conduct of an Australian legal practitioner, where the
conduct involves a substantial or consistent failure to reach or maintain a
reasonable standard of competence and diligence; and
(b) conduct of an Australian legal practitioner whether occurring in connection with
the practice of law or occurring otherwise than in connection with the practice of
law that would, if established, justify a finding that the solicitor is not a fit and
proper person to engage in legal practice.

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2 In South Australia “unprofessional conduct” (as defined in section 5(1) of the Legal Practitioners Act 1932) is used instead of
“professional misconduct”. Refer also to footnote for Rule 2.2.
"prosecutor" means a solicitor who appears for the complainant or Crown in criminal proceedings.

"regulatory authority" means an entity identified in legal profession legislation which has responsibility for regulating the activities of solicitors in that jurisdiction.

"serious criminal offence" means an offence that is:

(a) an indictable offence against a law of the Commonwealth or any jurisdiction (whether or not the offence is or may be dealt with summarily);

(b) an offence against the law of another jurisdiction that would be an indictable offence against a law of this jurisdiction (whether or not the offence could be dealt with summarily if committed in this jurisdiction); or

(c) an offence against the law of a foreign country that would be an indictable offence against a law of the Commonwealth or this jurisdiction if committed in this jurisdiction (whether or not the offence could be dealt with summarily if committed in this jurisdiction).

"sexual harassment" means harassment that is unlawful under the applicable state, territory or federal anti-discrimination or human rights legislation.

"solicitor" means:

(a) an Australian legal practitioner who practises as or in the manner of a solicitor; or

(b) an Australian registered foreign lawyer who practises as or in the manner of a solicitor.

"solicitor with designated responsibility" means the solicitor ultimately responsible for a client’s matter or the solicitor responsible for supervising the solicitor that has carriage of a client’s matter.

"substantial benefit" means a benefit which has a substantial value relative to the financial resources and assets of the person intending to bestow the benefit.

"trustee company" is as defined in relevant jurisdictional legislation: the Trustee Companies Act 1964 (NSW), the Trustee Companies Act 1968 (QLD), the Trustee Companies Act 1984 (VIC), the Trustee Companies Act 1988 (SA), the Trustee Companies Act 1993 (TAS), the Trustee Companies Act 1987 (WA) and the Trustee Companies Act 1947 (AC1).

"unsatisfactory professional conduct" includes conduct of an Australian legal practitioner occurring in connection with the practice of law that falls short of the standard of competence and diligence that a member of the public is entitled to expect of a reasonably competent Australian legal practitioner.

"workplace bullying" means bullying that is unlawful under the applicable state or territory anti-discrimination or human rights legislation. If no such legislative definition exists, it is conduct within the definition relied upon by the Australian Human Rights Commission to mean workplace bullying. In general terms it includes the repeated less favourable treatment of a person by another or others in the workplace, which may be considered unreasonable and inappropriate workplace practice. It includes behaviour that could be expected to intimidate, offend, degrade or humiliate.

3 In South Australia "unsatisfactory conduct" (as defined in section 501) of the Legal Practitioners Act 1982 is used instead of "unsatisfactory professional conduct". Refer also to footnote for Rule 1.2.