

CLIENT'S ACKNOWLEDGEMENT



Plans for Life



CIVIL LAW LEGAL AID SCHEME

ACKNOWLEDGEMENT

1. I acknowledge that the grant of legal aid in relation to my civil proceedings has been made available to me by the Public Trust Office. Such grant of aid is subject to the guidelines of the scheme, which have been sent to my solicitor and made known to me by my solicitor and I undertake to abide by those guidelines.
2. I acknowledge that the grant of legal aid is being administered by the Chief Executive Officer of Legal Aid Queensland as delegate and agent of the Public Trustee and that all future correspondence in relation to this action will be undertaken between Legal Aid Queensland, my solicitor and/or myself.
3. I will immediately notify Legal Aid Queensland:
 - (a) if there is any change in my financial or other circumstances set out in the application for legal assistance to Legal Aid Queensland;
 - (b) if I become aware of any other information which is likely to affect my entitlement to this grant of legal aid;
 - (c) the results of any negotiations of settlement in relation to this action.
4. I agree to pay to my solicitor any initial financial contribution imposed as a condition of the grant of aid towards the outlays to be incurred on my behalf in these proceedings and my solicitor is hereby instructed to use that contribution towards outlays as may be directed by Legal Aid Queensland.
5. I acknowledge that if I succeed in this action or if my right to property or any other assets is preserved, I am to repay to the Public Trust Office, through Legal Aid Queensland, all sums of money advanced on my behalf, and to pay all other proper professional costs and outlays incurred on my behalf in this action by my solicitor according to the appropriate scale of fees including proper counsel's fees, as though I had been a private client and had not been assisted under this Legal Aid Scheme.
6. If a Court orders that I should pay the costs of any other party to the proceedings, I acknowledge that I cannot make a claim for those costs either from Legal Aid Queensland or the Public Trust Office and that I am responsible to meet those costs.
7. If legal aid is terminated because of misinformation on my part and/or because I refuse to accept legal advice provided or because of misbehaviour on my part then my solicitor and/or the Public Trust Office is entitled to recover from me all costs and outlays incurred by them, including those made available to my solicitor from the Public Trust Office under this Scheme.
8. I acknowledge that if I have insufficient money to meet the initial financial contribution but have real property I may be required to execute an equitable charge and caveat in favour of the Public Trustee over property owned by me to secure recovery of such initial financial contribution together with interest at bank rate until repaid.
9. I acknowledge that it is my responsibility to pay all outlays and legal costs which I have incurred prior to the grant of aid.
10. I acknowledge, if required by Legal Aid Queensland, that I may be referred to a solicitor other than a solicitor of my own choice who undertakes legal aid work.

11. This document constitutes an irrevocable authority authorising my solicitor or any subsequent solicitor acting for me to repay to Legal Aid Queensland any outlays incurred or any professional fees assessed from monies received pursuant to the litigation prior to any distribution of monies received by me from my solicitor.
12. I acknowledge, subject to the terms and conditions of this agreement, that should action brought by me be unsuccessful, I will not be liable to pay to my solicitor nor to refund to Legal Aid Queensland any costs or professional fees incurred on my behalf in relation to this action. However, I acknowledge that should the action be wholly or partly successful and I recover or preserve funds or property, then I am liable to refund all outlays paid on my behalf and to pay to my solicitor the proper professional costs incurred in accordance with guidelines established by the Public Trust Office.
13. I irrevocably authorise my solicitor to provide information, settlement details, reports and opinions that may be obtained on my behalf in relation to these proceedings as may be required by Legal Aid Queensland, to that Office.
14. I acknowledge that any monies paid under this grant of aid or refunded to Legal Aid at the successful conclusion of my claim may include GST.
15. I have read and understood the contents of this document and where necessary, the issues have been explained to me by my solicitor.

DATED: the _____ day of _____ 20 _____

Applicant's signature

Print Name

ACKNOWLEDGEMENT BY SOLICITOR

I will notify the Civil Law Legal Aid Scheme of any change to the status of this claim (i.e. the matter settles, discontinues or transfers to another firm).

On settlement I will discharge my clients obligation to refund any money owed to the Scheme prior to disbursing any settlement monies to the applicant.

On settlement I will advise the Scheme of the date of settlement and the amount of settlement agreement. This information will only be provided on the proviso that if the information is utilised in any way the applicants identity will remain confidential.

Solicitor's signature

Print Name

Date