

STANDARD CONDITIONS

1. Definitions

In these conditions:

Law means the Legal Aid (Bailiwick of Guernsey) Law, 2003 and any subordinate legislation

Applicant means the person who has been granted this Legal Aid Certificate;

Advocate means the Advocate named on the Applicant's Certificate and any person acting with their authority;

Administrator means the Administrator as defined in the Law

2. Working with the Advocate

- a) The Applicant will maintain adequate contact with the Advocate, provide to the Advocate all the information that they have concerning their case and promptly answer truthfully and correctly any questions put to them by the Advocate.
- b) The Applicant will keep all appointments with the Advocate and third parties and attend all court hearings when requested to do so by the Advocate.
- c) The Applicant will not incur unnecessary chargeable time and all time charged under the Certificate shall be in respect of the matters covered by the Certificate only.
- d) The Applicant will treat the Advocate and staff with courtesy and respect.

3. Changes in Applicant's Financial Circumstances

The Applicant will advise the Advocate promptly of any change in their financial circumstances, whether they have improved or deteriorated.

4. General Conditions including Notifications to the Legal Aid Administrator

The Applicant agrees and irrevocably instructs their Advocate:

- a) to inform the Administrator of any change in the Applicant's financial circumstances and/or any change in the Advocate's opinion on the legal and financial merits of the Applicant's case;
- b) to supply to the Administrator unedited copies of all opinions of Counsel, Family Proceedings Adviser, medical and other expert reports under their possession or control concerning the case including any report that is detrimental to the case;
- c) not to conduct any case on the Applicant's behalf in such a way as to incur unnecessary cost to, or waste of, public funds;
- d) to inform the Administrator promptly if the Applicant instructs them to act contrary to the Advocate's advice;
- e) that if an attempt is made to achieve an out of court settlement of your case:
 - (i) to notify the Administrator promptly of any offer of a settlement received, whether or not the Applicant is advised to accept it or not; and
 - (ii) to immediately send to the Administrator a copy of the Advocate's advice on the offer; and
 - (iii) not to agree to any Consent Order on the Applicant's behalf without the prior approval of the Administrator.
- f) that if an offer of settlement is accepted that includes an offer to pay some or all of the Applicant's costs, or if a Court awards costs in the Applicant's favour,
 - (i) to pay all costs received to the Administrator; and
 - (ii) if the Applicant fails to pursue any order for costs in their favour, to reimburse the Administrator in the full amount of the costs order.
- g) that any settlement moneys or recovered costs are to be paid to the Advocate who will promptly reimburse to the Administrator any payment made by or owing under the Schemes to the Administrator (and whether or not the Advocate has yet rendered a fee note).
- h) that repayment of any sums due to the Administrator under the Schemes shall rank above any other unsecured creditor if the Applicant is, or becomes, insolvent.
- i) when requested to do so by the Administrator, the Advocate shall promptly:
 - (i) submit to taxation any bill of recoverable costs or indemnity for costs, between the parties to the action; and/or
 - (ii) send their files to the Administrator; and/or
 - (iii) submit to the taxation of the Advocate's account or accounts.
- j) to notify the Applicant's opponent, or their advocate, and the Court that the Applicant is in receipt of legal assistance for those proceedings, and authorises the Administrator to confirm to the opponent, their Advocates or the Court if requested to do so that a certificate has been granted.

5. Recovery and Preservation of Property or Confirmation of Entitlement

In the event that the action results in the Applicant recovering or preserving any Property or confirming their entitlement to all or part of any Property:-

- a) The Administrator may seek to recover as a civil debt the full amount of any payment made to the Advocate or owing to the Administrator whether or not (i) the Advocate has rendered a fee note (ii) the Applicant's certificate has been

revoked or discharged and (iii) the amount of property recovered or preserved by the Applicant is less than the sum recoverable by the Administrator. The Applicant agrees not in any way to dispose of such Property unless they have first given the Administrator not less than 14 days' notice.

- (b) The Applicant agrees, at their own expense, if required by the Administrator to enter into a Bond secured upon the Applicant's real property to secure all sums owed to the Administrator provided through the Schemes to the Applicant.

6. Interest

The Applicant agrees that interest may be charged, at the Administrator's discretion at any time, at a rate not exceeding 3% above the base rate of RBS International Limited published from time to time and calculated on a daily basis, on the amount of any sum owed to the Administrator for legal assistance provided through the Schemes to the Applicant.

7. No liability for costs awarded against the Applicant

Costs awarded by the Court against the Applicant are not payable by the Administrator, nor will legal aid funding for legal assistance be available to the Applicant to contest or dispute the costs order or the level of costs awarded.

8. No obligation to tax costs and Indemnity

The Applicant agrees that the Administrator is under no obligation to require the taxation of the Advocate's account and releases the Administrator from any such obligation. The Applicant fully and effectively indemnifies the Administrator from all loss, actions, proceedings, claims and demands for, or in relation to, the taxation, or the non-taxation of, the Advocate's accounts.

9. Communications

Any communication from the Applicant or the Advocate to the Administrator must be addressed to the Administrator at the address given overleaf. Any communication to the Applicant from the Administrator will be addressed to the Advocate at their main business address or other address notified by them to the Administrator. Communication may be made by email to any address notified by the Applicant or the Advocate to the Administrator and/or the email address for the Administrator overleaf but in relation to any email communication upon which it is intended to rely, the contents of that email (and enclosures) must be confirmed in writing in accordance with this Condition 9 served at any time prior to the date upon which the Applicant or Administrator seeks to rely upon it.

10. Variation to Conditions and Precedents

- (a) No change to these Conditions will be valid unless confirmed in writing to the Advocate by the Administrator. The Administrator may amend, delete or add to these conditions at any time whilst the Certificate remains in force.
- (b) If there is any conflict between the provisions of this Certificate and the provisions of the Law relating to legal assistance, the subject of this Certificate, then the provisions of the Law will prevail.

11. Revocation of Certificate

If the Applicant breaks any of these Conditions, the Administrator may revoke the Certificate and recover from the Applicant, as a civil debt, any costs paid or due to the Advocate by the Administrator.

12. Release of Restraint Order

This Condition is applicable where a Certificate has been granted to an Applicant whose assets are subject to a Restraint Order (Order) issued by a Court which prevents them from being assessed in any decision to grant legal aid, and is granted on the basis:

- (a) that in the event that any restraint is subsequently released and/or
- (b) any other circumstance arises such that any payment or payments (Payment) whether for fees or disbursements or for any other purpose whatsoever would not otherwise have been payable by the Administrator except for the effect of the Order:
- (i) the Applicant and/or the Advocate shall promptly notify the Administrator of that release or circumstances; and
- (ii) the Applicant shall indemnify and promptly repay to the Administrator all Payment together with any interest assessed by the Administrator under condition 6 and which shall be due from the Applicant as a civil debt; and
- (iii) if required to do so by the Administrator, the Applicant will apply to the Court for the release of funds from any assets which are subject to the Order, to reimburse to the Administrator the whole or part of any sum owed to the Administrator for legal assistance provided through the Schemes to the Applicant.

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