



Terms & Conditions

- 1. The Queensland Public Interest Law Clearing House (QPILCH) operates the Self-Representation Civil Law Service (the Service).
- 2. The Service provides free legal advice and assistance to litigants in person in the civil jurisdiction of the Supreme and District Courts to assist them to conduct their court proceeding. The Service does not assist with criminal or family law proceedings.
- 3. Once both you and the Service have signed these terms and conditions and you have provided the information and documents requested by the Service, the Service will make a 45 minute appointment for you with a solicitor. The Service will provide legal advice and assistance to the extent possible in a 45 minute appointment.
- 4. The Service might, in its discretion, provide either a further appointment or further legal advice and assistance following completion of an appointment to finalise a matter raised in an appointment. Because it has limited resources available to it, the Service does not undertake that it will take either course, or, if it does, that it will do so by the same solicitor as before.
- 5. The Service and its solicitors will provide the kind of legal advice and assistance which they consider appropriate having regard to the issues raised by you and the time available. However, in no circumstances will they:
 - a. provide full representation;
 - b. take over conduct of any court proceeding on your behalf;
 - c. represent you in any Court hearing or trial;
 - d. sign any document on your behalf;
 - e. communicate with the Court, other parties or legal representatives on your behalf; and
 - f. pay any fees, disbursements or costs on your behalf.
- 6. You (and **not** the Service or its solicitors) will at all times remain responsible for the conduct of your court proceeding, including:
 - a. appearing in Court on your own behalf;
 - b. communicating with the Court and other parties;
 - c. filing with the Court any documents you wish to rely on;
 - d. completing any documents which the solicitor has assisted in drafting in an appointment; and
 - e. meeting the deadlines imposed by law, the Court or the other parties.
- 7. It is often important that a Court proceeding is commenced or some other step taken before a limitation period expires. Priority will be given to identifying any relevant limitation period, but it might not be possible to deal with the issue in the available time. Accordingly, you (and **not** the Service or its solicitors) are responsible for taking any steps necessary before a limitation period expires.
- 8. To the extent that the law permits, you agree to exclude any liability of any nature whatsoever which QPILCH, the Service or its solicitors, or any of QPILCH's or the Service's other servants or agents might otherwise have to you in respect of any matter arising out of or in any way connected with the provision to you of legal advice and assistance pursuant to these terms and conditions.
- 9. The Service's provision of legal advice and assistance to you will terminate:
 - a. at the end of the appointment referred to in paragraph 3 above;
 - b. if a further appointment or further legal advice and assistance is given as referred to in paragraph 4 above, at the end of the further appointment or when that advice is given (as the case may be); or
 - c. if, at any earlier time, the Service elects to terminate its provision of legal advice and assistance to you.
- 10. The Service will file a notice on the confidential section of the Court's file regarding your proceeding when it commences assisting you and also when its provision of assistance to you terminates.
- 11. The Client Care Officer for the Service is the QPILCH coordinator, Tony Woodyatt. If you have any concern or query in respect of the operations of the Service please contact Tony Woodyatt on 3012 9775 or contact@qpilch.org.au.

I confirm that I have read the above Terms and Conditions and agree to the provision of legal advice and assistance by the Service on those terms.

Signature: Date:

Authorised representative of QPILCH: Date: