

## Client Agreement and Acknowledgement

1. I acknowledge I have been granted aid for my claim or action by the Civil Law Legal Aid Scheme (CLLAS) and all outlays funded by the CLLAS are paid by the Public Trustee of Queensland.
2. I acknowledge the grant of aid is being administered by Legal Aid Queensland as delegate and agent of the Public Trustee of Queensland and that all future correspondence in relation to my action will be between Legal Aid Queensland, my legal practice and/or myself.
3. I acknowledge the grant of aid is subject to the CLLAS Guidelines which have been made known to me by my legal practice and I undertake to abide by those guidelines.
4. I will immediately notify Legal Aid Queensland:
  - a. if there is any change in my financial or other circumstances set out in the CLLAS application for legal assistance
  - b. if I become aware of any other information which is likely to affect my entitlement to this grant of aid
  - c. of the results of any settlement negotiations or orders/judgments/recommendations of a tribunal/court or other entity in relation to my claim or action.
5. I agree to pay to my legal practice's trust account any initial contribution imposed as a condition of the grant of aid. The amount paid as an initial contribution is to pay the whole or part of the outlays for which aid is approved by the CLLAS. I agree my legal practice is to use that initial contribution towards outlays for which a grant of aid is approved by the CLLAS.
6. I agree if I succeed in this claim or action or if my right to property or any other assets is preserved, I am to refund to Legal Aid Queensland all grants of aid paid by the CLLAS, and to pay all other costs and outlays incurred on my behalf in this claim or action by my legal practice according to the appropriate scale of fees including proper counsel's fees, as if I had not been assisted under the CLLAS.
7. If a court/tribunal or other entity orders I should pay the costs of any other party to the proceedings, I agree I cannot make a claim for those costs either from Legal Aid Queensland or the Public Trustee of Queensland and that I am responsible for meeting those costs.
8. If the CLLAS grant of aid is terminated because:
  - of misinformation on my part
  - I refuse to accept the legal advice provided by my legal practice
  - of misbehaviour on my part

I agree my legal practice, Legal Aid Queensland and/or the Public Trustee of Queensland is entitled to recover from me all costs and outlays incurred by them.

9. I acknowledge it is my responsibility to pay all outlays and legal costs which I have incurred prior to the grant of aid or which are not funded by a grant of aid by the CLLAS.
10. This document constitutes an irrevocable authority authorising my legal practice, or any subsequent legal practice acting for me, to refund to Legal Aid Queensland all grants of aid paid by the CLLAS from monies received by my legal practice as a result of my claim or action and that this refund is to be made prior to any other distribution of monies.



11. I agree that should my claim or action be unsuccessful, I will not be liable to pay to my legal practice any costs or professional fees nor refund to Legal Aid Queensland all grants of aid paid by the CLLAS.
12. I agree that should the action be wholly or partly successful and I recover or preserve funds or property, then I am liable to refund to Legal Aid Queensland all grants of aid paid by the CLLAS on my behalf in accordance with the CLLAS Guidelines.
13. I irrevocably authorise my legal practice to provide information, settlement details, reports and opinions that may be or have been obtained on my behalf in relation to my claim or action to Legal Aid Queensland in accordance with the CLLAS Guidelines.
14. I agree that any monies paid under a grant of aid or refunded to Queensland 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 legal practice.

Dated the \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

\_\_\_\_\_  
Applicant's signature

\_\_\_\_\_  
Print name

### Acknowledgement by Legal Practice Principal

1. I undertake I will abide by the CLLAS Guidelines as amended from time to time.
2. I undertake I will notify the CLLAS coordinator of any change to the status of this claim or action in accordance with the CLLAS Guidelines (ie the claim or action settles, is determined by a court/tribunal or other entity, discontinues or transfers to another legal practice).
3. On the successful outcome of the claim or action, I undertake to discharge my client's obligation to refund any money owed under the CLLAS to Legal Aid Queensland prior to any other disbursement being made.
4. I acknowledge my legal practice's undertaking to guarantee the refund of any outlays paid by the CLLAS in accordance with Clause 9 of the CLLAS Guidelines.

\_\_\_\_\_  
Principal's signature

\_\_\_\_\_  
Print name (Principal)

Date \_\_\_\_\_

