

Client Agreement

- **Encompass Legal and Community Services incorporates Wheatbelt Community Legal Centre (WCLC) and Youth Legal Services (YLS).** Where this form refers to ELCS this also includes WCLC and YLS as part of ELCS.
- **What you need to do with this form:** Please read and sign **section 1**. If you are being advised by a pro-bono solicitor, please also read and sign **section 2**.
- **Disability or access options:** Please let us know if you require specific disability or access options when your appointment is confirmed.
- **Interpreters (telephone and in person) are available** for all languages supported by Translating and Interpreting Services (TIS) National. Interpreters must be pre-booked (including AUSLAN) and certain language interpreters require up to 7 days' notice.
- **Consent:** You are considered to have provided consent unless you opt out by informing our office in writing that you do not accept the terms of this agreement. In this case, we will attempt to identify alternative services for you.
- **Questions:** If you have any questions about this form, please ask a Client Service Officer.

First Name		Last Name	
Signed			
Date			

I have read this information and agree to the following:		Please Sign or Initial Each Line
Section 1 – General Information		
a) My rights and responsibilities are outlined in the Encompass Legal and Community Services (ELCS) Client Service Charter. I will treat all people (including staff) with respect and courtesy and will be treated the same way. Abuse of staff or other individuals may result in me being excluded from ELCS services. (See following page for Client Service Charter.)		
b) ELCS / WCLC / YLS have my permission to use facts about my legal or advocacy matter in an anonymous (also known as de-identified) case study and general anonymous data for reporting to our funders.		
c) My first appointment is a once-off advice session only. ELCS / WCLC / YLS are generally not able to provide further assistance or ongoing casework.		
d) I will not attend in-person appointment/s if I am unwell and understand that I can arrange a telephone appointment or reschedule instead.		



I have read this information and agree to the following:	Please Sign or Initial Each Line
e) I am responsible for supervising any children with me while I attend an appointment. It may be possible for them to attend the appointment with me, but this must be by prior arrangement.	
f) ELCS / WCLC / YLS legal staff have my permission to access Court information about me from the online eCourts portal, including any available record(s) of criminal and/or traffic proceedings and outcomes.	
g) Anonymous feedback options will be provided to me in relation to compliments, complaints or general feedback.	
Section 2 – Notice of Costs	
h) I will be responsible for all costs associated with any legal and non-legal support and services received as an ELCS / WCLC / YLS client. This also includes being advised by a private solicitor providing a pro-bono service ('pro-bono lawyer').	

a) Client Service Charter

This Client Service Charter (the Charter) was developed to provide you with information about our services, and to assist you in understanding your rights and responsibilities as a client.

i. You are entitled to:

- Be treated in a manner that respects your dignity and social/cultural needs.
- Be informed of all appropriate and available options to you, and that you make the final decision concerning your legal matter.
- Expect the highest standard of professionalism from staff.
- Lodge a complaint about services provided by our service (*see compliments, complaints and feedback information*).
- Expect that your privacy and confidentiality is maintained.

ii. You are required to:

- Treat staff with respect at all times, noting that abuse of staff will result in an automatic termination of services.
- Be honest with your advisor at all times and disclose all relevant information.
- Accept outcomes of the decision you make in regard to your situation.
- Be on time to your appointments and to advise us if you are unable to attend.
- Let us know any changes to your contact details.
- Turn off your mobile and to not carry or conceal any form of video or audio recording equipment into or during your appointment.

b) Your Privacy and Anonymous Case Studies

- We treat confidentiality and privacy very seriously. We will not disclose any of your identifying information to anyone without your consent, or terms outlined in our privacy policy, as well as our data collection and storage policy.
- As part of our funding agreements with various government departments, we are required to provide anonymous 'case studies' or summaries that demonstrate client outcomes.
- Case studies do not include identifiable information about you or any other person/s involved in your matter.

- For a copy of the policies mentioned, please ask a Client Service Officer or visit www.elcs.org.au and go to the Resources page.

c) Our Guidelines for Prioritising Access to our Services

Your first appointment is a once-off advice session. Whether or not we are able to provide further assistance or ongoing casework is dependent on:

- The legal merit of your matter,
- Available resources of the Centre,
- Whether or not you are able to afford a private solicitor, and
- Whether your matter falls within our priority case work guidelines, which include:
 - Where a child is at risk of abuse, or of being abducted, and/or
 - A power imbalance between parties due to family or domestic violence, and/or
 - There is a present or immediate risk of violence, and/or
 - There is a risk of eviction or of becoming homeless.

d) Health Declaration

- Protecting the health of staff and all people who attend our offices is very important to us.
- Clients should not attend in-person appointment/s if unwell and can instead arrange a telephone appointment or reschedule.

e) Supervision of Children

- Clients are responsible for supervising any children with them while attending an appointment.
- Children aged 2-17 years are generally not allowed into legal advice appointments concerning family law matters due to the often-sensitive nature of the discussions.
- It may be possible for them to attend the appointment, but this must be arranged before the day of the appointment.

f) Client Feedback

- As part of our continual improvement approach we provide anonymous feedback options to all clients.
- Clients may also choose to provide direct feedback in person to a staff member.
- These options can be used to provide compliments, complaints or general feedback.

g) Notice of Costs

As a contribution to our Centre, we are assisted by private law firms who provide us with their services pro-bono. If you are being advised by a solicitor providing a pro-bono service ('pro-bono lawyer') please note the following:

- i. If you seek further advice or assistance with the pro-bono lawyer you will be doing so through their private place of employment and you may be subject to costs associated with that firm;
- ii. Pursuant to s.174 of the *Legal Profession Uniform Law (WA)*, the pro-bono lawyer must disclose to you their potential costs in writing prior to, or as soon as is practicable, after having been retained by you; and
- iii. ELCS is not responsible or liable in any manner for the services you receive in engaging a pro-bono lawyer in their private practice.