

# **Media Defence Terms and Conditions and Practice Standards for legal practitioners representing Media Defence aided clients**

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Links to:	Media Defence Partner Code of Conduct

## **1.0 Policy statement/Purpose**

Media Defence is committed to excellence in the legal profession and safeguarding the rule of law. These Practising Standards describe the standards of professionalism that Media Defence expects of legal practitioners representing Media Defence aided clients.

## **2.0 Scope**

This Code applies equally to any legal practitioners representing Media Defence aided clients, regardless of the type of support they receive from Media Defence (financial or in-kind).

## **3.0 General Principles**

### **3.1 Responsibilities to clients**

A legal practitioner representing a Media Defence aided client will:

- 3.1.1 observe the principles governing the practitioner/client relationship and the privacy of instructions provided by the client;
- 3.1.2 provide an efficient, ethical and high-quality service in accordance with professional rules of conduct and practice rules;

- 3.1.3 advise the client on the law, procedure and practice applying to the matter and give the client a frank and truthful opinion on the weakness and strength of their case;
- 3.1.4 communicate with the client in a way that the client understands using language appropriate to the age, education and cultural background of the client;
- 3.1.5 use a qualified interpreter where necessary (interpreter fees can be covered by the Media Defence grant but should be approved by the Media Defence prior to engagement);
- 3.1.6 ensure that the client makes his or her own decision having been informed of all the options;
- 3.1.7 provide or make available to the client copies of relevant documents filed in the proceedings and any decisions or terms of agreement;
- 3.1.8 keep the client informed of the progress of his or her matter;
- 3.1.9 respond to all inquiries promptly;
- 3.1.10 provide a meaningful reply to all correspondence within five working days, reply promptly to urgent matters and advise the client that a detailed request for advice may require more time to respond;
- 3.1.11 respond promptly to developments in the client's matter;
- 3.1.12 observe the client's instructions and make procedural decisions with a view to advancing the client's matter;
- 3.1.13 refrain from charging or recovering any money from the client except with the approval of Media Defence;
- 3.1.14 advise the client about any appeal process, appeal prospects and time limits for appeal.

## **3.2 Responsibilities to Others**

When dealing with other practitioners, counsel, experts, witnesses and the staff of the tribunals or courts or other agencies or institutions, a legal practitioner representing an Media Defence aided client will:

- 3.2.1 conduct all communication in a courteous, prompt and professional manner;
- 3.2.2 comply with time limitations, procedural steps, and any undertakings given to the tribunal or court;
- 3.2.3 avoid unnecessary expense or waste of time by ensuring that:
  - documents are served or filed on time;
  - documents served, filed or given to the client are legible;

the client is aware of appointments, conferences and hearing dates and understands the importance of attending promptly and on time;

witnesses are aware of conferences and hearing dates and understand the importance of attending promptly and on time.

3.2.4 pay all invoices and expenses in a timely manner.

### **3.3 Responsibilities to Media Defence**

A legal practitioner representing a Media Defence aided client will:

- 3.3.1 comply with these practice standards
- 3.3.2 provide to Media Defence all information to assist in determining the grant of aid including the current status of the matter, the next stage of the matter and the relevant financial information;
- 3.3.3 not instruct other attorneys or counsel without prior approval of Media Defence;
- 3.3.4 comply with any request for files to be provided to Media Defence for the purposes of an audit; and
- 3.3.5 keep timely and accurate records of work to enable proper costing of the file by Media Defence in accordance with agreed fee scales.

When additional counsel are engaged, a legal practitioner representing an Media Defence aided client will:

- 3.3.6 inform Media Defence as to the name of any private counsel engaged and the date of delivery of the brief;
- 3.3.7 ensure that an opinion on merit is received from counsel in a timely manner. If an unacceptable delay occurs the practitioner must consider briefing alternate counsel;
- 3.3.8 as soon as advice is received from counsel submit a copy to Media Defence for consideration of further aid.

### **3.4 Miscellaneous**

3.4.1 A contract between a legal practitioner or advocate representing a Media Defence aided client in legal proceedings may be terminated at any time by the consent of both parties, or if:

3.4.1.1 the client or Media Defence renders it unreasonably difficult for the practitioner to carry out his or her duties;

- 3.4.1.2 the client or Media Defence insists that the practitioner engages in conduct that is contrary to the judgment or advice of the practitioner.
- 3.4.1.3 Media Defence determines that the practitioner is in violation of these Terms and Conditions and Practice Standards, or otherwise fails in the performance of his duties.
- 3.4.2 If the contract is terminated in line with the above, Media Defence shall be entitled to a reimbursement of any or all funds paid to the practitioner.
- 3.4.3 A legal practitioner or advocate representing a Media Defence aided client shall be fully responsible, liable and accountable for all sums received from Media Defence. This provision shall not be interpreted as limiting the liability of any subcontractors or affiliated parties.
- 3.4.4 A legal practitioner or advocate representing a Media Defence aided client shall maintain receipts and invoices for all expenditure incurred in the defence of the case and shall keep these available for inspection or audit by or on behalf of Media Defence for seven years following completion of the case.
- 3.4.5 Contracts between Media Defence and a legal practitioner or advocate representing a Media Defence aided client are governed and interpreted in accordance with the laws of England and Wales. The parties to these contracts undertake to make every effort to resolve any disputes through mediation.
- 3.4.6 The language of contracts between Media Defence and a legal practitioner or advocate representing a Media Defence aided client, any subsequent agreements related to the case, and all official correspondence related to the payment of the fixed fee or substance of the case is English. If a translation is provided, this will only be to facilitate communication.
- 3.4.7 Legal practitioners or advocates representing a Media Defence aided client shall immediately inform Media Defence of any change in contact details (address, e-mail, telephone number or otherwise).