

**Terms and Conditions for participation in the
Unlawful Termination Assistance Scheme**

TERMS AND CONDITIONS FOR PARTICIPATION IN THE UNLAWFUL TERMINATION ASSISTANCE SCHEME

How the Scheme works

- A. The Government has established an Unlawful Termination Assistance Scheme (the Scheme) under which a person who believes that his or her employment has been unlawfully terminated may apply for financial assistance of up to \$4000 (inclusive of GST) in order to obtain legal advice on the merits of that person's claim.
- B. In order to qualify for the financial assistance, the person must have received a Certificate from the Australian Industrial Relations Commission indicating that their case may have merit and cannot be resolved through conciliation, and must be earning no more than the income threshold prescribed by the Scheme which is currently set at the average national full-time adult non-managerial total weekly earnings (published by the Australian Bureau of Statistics). In cases of special need the Department may consider providing assistance to applicants earning above the prescribed income threshold.
- C. The Law Society/Bar Association has agreed to establish and maintain an up-to-date register of legal practitioners which undertake to provide advice to terminated employees in accordance with the terms and conditions of the Scheme (the Terms and Conditions) which are set out below.
- D. Where the Commonwealth determines that a person is eligible for assistance under the Scheme, the Commonwealth will issue a voucher letter to that person (an Eligible Person) together with details of how the Scheme works and a list of Law Societies/Bar Associations and their contact details.
- E. The Eligible Person will then contact one of the Law Societies/Bar Associations convenient to it which will provide a list of legal practitioners on its Register. The Eligible Person will then choose from that list, a Legal Practitioner from which it wishes to obtain advice.
- F. The Eligible Person is required to commence any court action no more than 28 days after the issue of an AIRC Certificate.
- G. The Commonwealth will pay only one invoice in relation to each Eligible Person at the completion of the advice. After the Legal Practitioner has given the advice in accordance with the terms and conditions of the Scheme, the Commonwealth will pay that Legal Practitioner within 28 days of receiving a properly detailed invoice of an amount up to the sum of \$4000 (including GST) for the services provided to an Eligible Person provided that the legal practitioner provides that advice in accordance with the Terms and Conditions.

1. Interpretation

1.1. Definitions

1.1.1. Unless the contrary intention appears a term in bold type has the meaning shown opposite it:

AIRC Certificate	means the Certificate from the Australian Industrial Relations Commission indicating that the case of the Eligible Person has merit and cannot be resolved through conciliation.
Bar Association	means the Bar Association with which the Legal Practitioner registers as part of the Scheme.
Eligible Person	means a person who has met the eligibility criteria for the receipt of financial assistance under the Scheme in relation to the merits of his or her claim.
Law Society	means the Law Society with which the Legal Practitioner registers as part of the Scheme.
Legal Practitioner	means a legal practice which has given an Undertaking and is on the Register and includes law firms, sole practitioners and barristers.
Register	means the register maintained by the Law Society/Bar Association of those Legal Practitioners which have undertaken to provide advice to Eligible Persons in accordance with the Terms and Conditions set out below.
Scheme	means the Unlawful Termination Assistance Scheme which is a scheme set up by the Australian Government for employee assistance for unlawful termination.
Terms and Conditions	means the terms and conditions which a Legal Practitioner undertakes to adhere to as a condition of being listed on the Register and providing advice under the Scheme.
Time Limit	means the period of no more than 28 days in which an Eligible Person has to commence an action in the Federal Court or Federal Magistrates Court starting from the day on which the AIRC Certificate is issued.
Undertaking	means an undertaking by a Legal Practitioner to comply with the Terms and Conditions in the form set out below.
Voucher Letter	means the letter which the Commonwealth provides to an Eligible Person setting details of its entitlement to advice under the Scheme.

2. Terms and Conditions for legal practices which participate in the Scheme

- 2.1.1. The following are the Terms and Conditions which Legal Practitioners must undertake to adhere to as a condition of being registered to participate in the scheme:
- 2.1.2. A Legal Practitioner which participates in the Scheme must:
- a. obtain a copy of the Voucher Letter from an Eligible Person before commencing any consultation with that Eligible Person.
 - b. not provide services under the Scheme unless it has signed the Undertaking and is on the Register.
 - c. not make any charge in excess of \$4000 inclusive of GST in relation to the Scheme.
 - d. ensure that advice provided in relation to the Scheme is provided by a lawyer who has appropriate skills and qualifications for the nature of the advice required.
 - e. not charge for the advice under the Scheme at a charge out rate in excess of the normal hourly rate for the lawyer providing the advice.
 - f. provide advice in a timely manner to ensure that the Eligible Person has sufficient time to decide whether to bring an action in the Federal Court or Federal Magistrates Court within the Time Limit.
 - g. not charge the Eligible Person personally for any of the services provided under the Scheme.
 - h. after completing advice to an Eligible Person, sign a declaration in the form annexed to this Undertaking stating that it has provided the advice for which it invoices the Eligible Person and procure that the declaration is countersigned by the Eligible Person confirming that the services as set out in the invoice have been provided.
 - i. remit to the Commonwealth for payment, a copy of the invoice made out to the Eligible Person for all legal advice provided to them under the Scheme and at the same time provide the original invoice to the Eligible Person. The invoice should be remitted to the Commonwealth with the Voucher Letter and signed declaration.
 - j. not accept any further instructions from the Eligible Person in relation to the unlawful termination claim about which it has provided advice under the Scheme.
 - k. allow the Auditor-General or any other person authorised by the Commonwealth to enter the premises of the Legal Practitioner upon reasonable notice to examine the records in relation to the service provided to the Eligible Person under the Scheme for the purpose of satisfying the Commonwealth that the public money it has paid to the Legal Practitioner in relation to the Scheme has been properly spent.
 - l. comply with any other administrative arrangements as may be notified to the Legal Practitioner from time to time by the Commonwealth.

3. Undertaking to the Commonwealth by legal practitioner to provide the advice in accordance with the UTAS Terms and Conditions

3.1.1. I
[name of person authorised to sign on behalf of legal firm/sole practitioner/barrister]

request that I / be added to the Register
[name of legal firm/sole practitioner/barrister]

in accordance with the above terms and conditions.

3.1.2. I
[name of person authorised to sign Undertaking on behalf of legal firm/sole practitioner/barrister]

on behalf of undertake that
[name of legal firm/sole practitioner/barrister]

I / will:
[name of legal firm/sole practitioner/barrister]

- a. provide advice to an Eligible Person only in accordance with the terms and conditions set out above;
- b. carry out the services under the Scheme professionally in accordance with its professional obligations and not act for any Eligible Person in a situation where there is a conflict of interest;
- c. accept payment from the Commonwealth in full satisfaction of any amount owing by the Eligible Person for advice received under the Scheme and will not present any further invoice to the Eligible Person in relation to any advice given to the Eligible Person under the Scheme; and
- d. repay the Commonwealth any amount that the Commonwealth pays for services which were not properly provided in accordance with the Terms and Conditions.

3.1.3. I acknowledge that the fact that I /
[name of legal firm/sole practitioner/barrister]

am / is on the Register does not guarantee me / it any specific referrals in relation to the Scheme and that it is up to each Eligible Person to determine from the list provided by the Law Society/Bar Association which Legal Practitioner it chooses to use.

3.1.4. I acknowledge that:

- a. I / am / is not entitled to be paid
[name of legal firm/sole practitioner/barrister]
unless I / it provide(s) advice in accordance with the Terms and Conditions; and
- b. if I am / it is paid other than in accordance with the Terms and Conditions, the amount paid is a debt due to the Commonwealth and recoverable by the Commonwealth in any court.

Signed by
[name of person authorised to sign on behalf of legal firm/sole practitioner/barrister]

on behalf of
[name of legal firm/sole practitioner/barrister]

Dated/...../.....

Legal Practice Name:

ABN:

Postal Address:

.....

.....

State: Postcode

Contact Details

Telephone: (.....)

Facsimile: (.....)

Email:

Please return the completed Undertaking to the Law Society or Bar Association in your State or Territory for inclusion on the register. The Law Society or Bar Association will then add you to the register and forward a copy of the signed Undertaking to the Department at:

UTAS
Department of Employment and Workplace Relations
GO Box 9879
CANBERRA ACT 2601

