

Te Ara Ture - Client General Terms

To make an application to Te Ara Ture you must accept the terms and conditions outlined in this document, which include:

- Acknowledgments and Authorisations,
- General Terms, and
- Privacy Policy

You must agree to these terms and conditions in writing by signing this document or confirming your acceptance with the referring agency by email or text.

Acknowledgements and Authorisations

Acknowledgments:

By making an application to Te Ara Ture you acknowledge:

1. Te Ara Ture will try to find me a volunteer lawyer who will do agreed hours of legal work for free.
2. I might be charged for other costs connected to my legal matter. For example, I will need pay filing fees if my matter goes to Court or court ordered costs. I acknowledge the volunteer lawyer will tell me about any costs before they are incurred.
3. Your client relationship with the referring organisation will come to an end.
4. There is no guarantee Te Ara Ture will accept my application or a volunteer lawyer will offer me help.
5. The main terms of service as described in the Client-Authority and Instructions form have been explained to me and I have been advised to read them.
6. The sharing of personal information I have authorised is different from the usual duty of strict confidence for lawyers and that this increases the risk I could be identified or my legal position harmed.
7. I have been given a copy of the Te Ara Ture Client – General Terms prior to accepting them.

Authorisations:

1. I authorise the sharing of personal information on the terms outlined in the Client - General Terms and Privacy Policy.
2. Instruct and authorise the referral agency to refer my matter to Te Ara Ture.

Sign here or provide written acceptance to your referring agency by text or email.

SIGNATURE: _____

NAME: _____

DATE _____

General Terms

Information Sharing Disclosure Statement

1. Te Ara Ture can only provide an effective service if it collects and shares personal information about its users. It needs to collect and share personal information for three reasons:
 - a. to match cases with Pro Bono Providers;
 - b. to plan its services; and
 - c. to report to its funders and other stakeholders about its activities.
2. The main people or agencies involved in collecting or sharing personal information for these purposes include but may not be limited to the following:
 - a. You personally;
 - b. Legal Assistance Organisations (for example, us)
 - c. Te Ara Ture;
 - d. Pro Bono Providers (i.e. lawyers of firms registered with Te Ara Ture); and
 - e. Any other person or agency authorised by you.
3. Te Ara Ture's Privacy Policy and this Information Sharing Disclosure Statement explain how Te Ara Ture collects, uses, stores, shares, discloses and otherwise handles personal information in accordance with the New Zealand Information Privacy Principles which are contained in the Privacy Act 2020. The Privacy Policy should be read in conjunction with this Information Sharing Disclosure Statement. A copy of this Privacy Policy can be found here [insert link to privacy policy].

Applications, Matching and Referrals:

4. Personal information about you must be shared so that Te Ara Ture can assess your eligibility, determine what assistance is required, and match your case with appropriate Pro Bono Providers. Te Ara Ture must share information with registered Pro Bono Providers so they can make informed choices about whether to offer you help.
5. Te Ara Ture will collect your identity information (name, aliases, address, DOB, and contact details) and non-identity information (i.e. information about your matter and financial situation). This information will be collected from us or directly from you.
6. In the event you are eligible for services, Te Ara Ture will then create an Opportunity (defined under Definitions) in the Portal. The Opportunity describes the area of law, the type of assistance required, and

enough facts about your situation to describe the legal problem in a general way. The Opportunity will only disclose non-identity information. The Opportunity will be visible to any Pro Bono Provider whose profile matches your matter. While Te Ara Ture will take reasonable care to prevent people identifying you through this disclosure, the facts surrounding your case may be sufficient for a user of the Portal to identify you.

7. Te Ara Ture will disclose your identity information only once it has received an Expression of Interest (defined under Definitions) from a Pro Bono Provider. The identify information will only be disclosed to the Pro Bono Provider making the Expression of Interest. The purpose of disclosing this information is to allow the Pro Bono Provider who has expressed an interest to conduct a conflicts of interest check. At this point, the Pro Bono Provider will be able to identify you.
8. Te Ara Ture will only disclose detailed and substantive information about your matter once it has confirmed that the Pro Bono Provider has no conflict of interest. This information may be disclosed for the purposes of assessing whether to offer services or to facilitate the referral when the Pro Bono Provider has agreed to provide you with pro bono legal services. The Pro Bono Provider agrees to receive all substantive information above in strict confidence.
9. Once the Pro Bono Provider has completed their onboarding processes you will enjoy all the privileges and protections that govern lawyer/client relationships with your new lawyer. The only exceptions are those outlined below in paragraphs 10 and 13 below.
10. In some cases, the parties outlined in number 2 above may need to discuss your matter to reframe the scope of service, make backward referrals (for example, a referral from a pro bono provider back to Te Ara Ture or a Legal Assistance Organisation), or improve the effectiveness of the services you are receiving. This will involve sharing information about how your matter is progressing, what progress has been made, and whether there are any unexpected delays, and if so, how those delays were resolved, and when a resolution is expected.

Service Design and Reporting:

11. To ensure services are effective and adequately resourced, Te Ara Ture needs to collect and use information for auditing, research, planning, and reporting purposes.

12. Te Ara Ture will collect demographic information about you through its onboarding and referral processes.
13. Te Ara Ture wants to collect information about the work the Pro Bono Providers did for you and the outcomes they achieved for you. Te Ara Ture will collect this information through regular reporting by the Pro Bono Provider about matters it has worked on. Reports will include the following information about your matter:
 - a. who worked on your matter;
 - b. the number of hours worked;
 - c. the work product produced; and
 - d. the outcomes achieved.
14. Te Ara Ture will not disclose any of this information about you other than in a de-identified, aggregated manner. In the event Te Ara Ture wishes to report narrative information about your case that could be used to identify you, it will seek your express consent prior to doing so.

Portal:

15. Te Ara Ture makes referrals via a software program that manages the referrals of Opportunities to Pro Bono Providers.
16. The Portal can be used by registered users to:
 - a. post and send Opportunities in the Portal;
 - b. manage Expressions of Interest;
 - c. manage workflows around the placement and management of Opportunities;
 - d. communicate with Pro Bono Providers about Opportunities;
 - e. transfer documents and information to Pro Bono Providers; and
 - f. view and report on activity in the Portal.
17. Information stored in the Portal may be stored off-shore on third party servers. The Privacy Act 2020 treats such third parties as Te Ara Ture's agents. Information held on third party servers is deemed to be held by Te Ara Ture.

Risks:

18. The nature of our service means we must share information about you with other people or agencies, including Pro Bono Providers. This means the usual standards of confidentiality will not be present with regards to providers of legal services you interact with. It also means there is an increased risk of accidental disclosure, identification of you, or damage to your legal position.
19. There is a difference between duties required of lawyers to protect confidential information and the practices outlined in this Information Sharing Disclosure Statement. A lawyer usually has a duty to

protect and to hold in strict confidence all information concerning a client, the retainer, and the client's business and affairs acquired in the course of the professional relationship. By authorising the collecting and use of personal information in the manner outlined above you are increasing the risk that your information will enter the public domain or your legal interests could be harmed in some way.

Terms and Conditions of Referral

Reason for Referral:

1. We have advised you that we cannot undertake additional work on your matter because we lack the capacity or the expertise.
2. We advised you that, if you wish to pursue this matter further, it would be in your best interest to have the assistance of a private lawyer. You have told us or been assessed as being unable to afford a private lawyer. We considered the possibility of legal aid but either you are ineligible or a legal aid lawyer could not be found to take your case.
3. We advised you about Te Ara Ture and told you how the service operates. We did an eligibility assessment of your matter and determined that you may qualify for pro bono legal services through Te Ara Ture.
4. You expressed your interest in applying to Te Ara Ture for a possible referral of your matter to a Pro Bono Provider.
5. You instructed us to apply to Te Ara Ture on your behalf.

Main Terms of Referral:

6. We agreed to apply to Te Ara Ture on your behalf. By making this application we do not guarantee it will be accepted or you will be offered help.
7. Te Ara Ture retains the right to decline applications. Before deciding whether to accept an application, Te Ara Ture may contact you or us for further information. In the event the application is accepted, Te Ara Ture will present the Opportunity to registered Pro Bono Providers who match the area of law and opportunity type filters.
8. By presenting an Opportunity, Te Ara Ture does not guarantee that you will be offered help from a Pro Bono Provider. Any offer of help is entirely at the discretion of Pro Bono Providers who receive the Opportunity, and will depend on matters such as capacity, timeframes, and other policy preferences

of the Pro Bono Provider. In the event an offer of help is made, Te Ara Ture will introduce you to the Pro Bono Provider.

9. By instructing us to make this referral you are terminating your lawyer/client relationship with us. You acknowledge no lawyer/client relationship is formed between you and Te Ara Ture. Te Ara Ture is not a lawyer or law firm, and does not provide legal services.
10. Any lawyer/client relationship formed between you and the Pro Bono Provider is only formed once all client on-boarding steps required by the Pro Bono Provider have been completed, including but not limited to the acceptance of their terms of engagement. This will only happen after you have been introduced to the Pro Bono Provider by Te Ara Ture.
11. The scope of work agreed by the Pro Bono Provider may vary to the scope of work outlined above. This final scope of work will be agreed and documented in the pro bono provider's terms of engagement presented to you.
12. Te Ara Ture is intended as a service of last resort. Te Ara Ture will retain in its absolute discretion the right to decline an application. Without limiting that discretion, Te Ara Ture may decline a referral where the client has means to pay for a lawyer, is eligible for legal aid, is vexatious, is pursuing a matter on the basis of principle, or where in Te Ara Ture's view, the matter is not a reasonable use of pro bono resources.

Pro Bono Provider Costs:

13. The hours of legal service provided by the Pro Bono Provider, within the scope of work, will be undertaken:
 - a. for free (in the case of individuals); or
 - b. at a reduced fee within the range of 0% to 50% of their standard hourly charges (in the case of bodies corporate, including charities, other not for profit or social enterprises).
14. You may be responsible for certain other costs associated with your matter.
15. The Pro Bono Provider accepts the placement on the basis that:
 - a. you will not have to pay the first \$200 of internal cost disbursements which include, but may not be limited to, postage, photocopying and printing); and
 - b. you will have to pay external cost disbursements of the Pro Bono Provider of

progressing your matter which include, but may not be limited to, court filing fees, expert witnesses, interpreters and travel expenses which the law firm could incur on your behalf.

16. Any costs in addition to the above may be passed on to you by the Pro Bono Provider. These costs will be disclosed to you before they are incurred and/or covered in your terms of engagement with the Pro Bono Provider.

Court Ordered Costs:

17. In the event of a court proceeding, unsuccessful parties may be ordered to pay the opposing party's legal costs which may amount to many thousands of dollars. If you are the unsuccessful party then you will be required to pay those costs. The Pro Bono Provider, Te Ara Ture and the Legal Assistance Organisation will not be liable for those costs.
18. In the event of a court proceeding (or matters where a court proceeding is intended) you and the Pro Bono Provider may enter into a costs agreement that provides for the recovery of the Pro Bono Provider's costs. The Pro Bono Provider may only recover costs from a third party, and only if the work performed for you results in an Entitlement to Costs.
19. An "Entitlement to Costs" means any of the following during or at the end of the work performed by the Pro Bono Provider:
 1. either,
 - a. a court or tribunal judgment, award or order for costs in your favour; or
 - b. an agreement that your costs or disbursements or both will be paid by the opposing party; and
 2. you are able to recover some or all of the Pro Bono Provider's standard hourly costs and disbursements from the opposing party.
20. To avoid doubt, the Pro Bono Provider cannot recover costs from you unless you have first recovered costs from the opposing party.

Other Terms:

21. These further terms shall apply:
 - a. Te Ara Ture and Legal Assistance Organisations are not responsible for any deadlines associated with your matter. Te Ara Ture will act as quickly as it can, within reason, but it does not provide any guarantees about the timeframe it can process applications, post Opportunities and complete referrals.

- b. The Pro Bono Provider is not responsible for any deadlines associated with your matter until its on-boarding processes have been completed.
 - c. The Legal Assistance Organisation and Te Ara Ture are not responsible for any of the activities by and between you and the Pro Bono Provider who has accepted the matter. The Pro Bono Provider is solely responsible for providing pro bono legal services to you.
 - d. Te Ara Ture and the Legal Assistance Organisation have no liability, in whole or in part whatsoever now or in the future, in their service of referrals from you to the Pro Bono Provider. In the event you institute a legal cause of action against Te Ara Ture and/or the Legal Assistance Organisation, you acknowledge and agree that you will indemnify Te Ara Ture and the Legal Assistance Organisation for any and all costs and expenses incurred in defending such action.
 - e. These terms and conditions are subject to change at the sole discretion of Te Ara Ture and the Legal Assistance Organisation. The amended conditions enter into force on the date of their publication on the website.
- e. **Privacy Policy** means Te Ara Ture's privacy policy available at <https://www.tearature.co.nz/privacy-policy>
 - f. **Pro Bono Provider** means a person or organisation offering pro bono services that is a registered user of the Portal.
 - g. **Te Ara Ture** means the legal matter referral service program operated under Community Law Centres o Aotearoa Incorporated through a contract with the Ministry of Justice. Te Ara Ture is not a separate legal entity to Community Law Centres o Aotearoa Incorporated.

Definitions:

22. In this document, unless the context requires otherwise:

- a. **Expression of Interest** means an expression of interest submitted by a Pro Bono Provider in relation to an Opportunity.
- b. **Legal Assistance Organisation** means a legal services organisation that refers matters to Te Ara Ture or posts matters directly on the Portal, including community law centres and other organisations that provide free legal services.
- c. **Opportunity** means a request for legal assistance posted on the Portal by a Legal Assistance Organisation. For clarity, this includes, without limitation, requests to provide legal assistance to a client by providing advice or representation, and non-client-based requests such as requests for assistance regarding law reform advocacy and legal resource review.
- d. **Portal** means the software programme operated by Te Ara Ture that manages the

Privacy Policy

INTRODUCTION

This Privacy Policy explains how Te Ara Ture collects, uses, stores, shares, discloses and otherwise handles personal information in accordance with the New Zealand Information Privacy Principles (“NZIPP”) which are contained in the Privacy Act 2020.

For purposes of this Policy, “personal information” means information about an identifiable individual as defined under the Privacy Act 2020.

This policy should be read in conjunction with the Information Sharing Disclosure Statement. If you have any questions or feedback about this Policy or the way in which the Te Ara Ture handles personal information you can contact us using the details below. You can also request a hard copy of this Policy using the details below.

Contacting Us:

Privacy Officer
Te Ara Ture
Mail: Level 2, 15 Dixon Street, PO Box 24005, Wellington 6142
Email: info@tearature.co.nz
Telephone: 4 460 4463

Key Principles:

When collecting personal information or data, people have legal rights that we must respect. This means that, among other things, when we are collecting and using people’s information we must ensure:

1. They know we are collecting it, why we are collecting it, how we will use it, and where it gets disclosed.
2. The data is flowing securely from them to us, access to it is controlled, and any disclosures are carefully considered.

Types of Personal Information We Collect:

The types of personal information that we collect about you will depend on the type of dealings you have with us. For example, if you:

1. seek legal assistance, we may collect your name, contact details, details of your guardian (if applicable), financial details (if necessary to confirm your eligibility for our services), information about your circumstances, and information about the matter you are seeking assistance with, and information about the outcome of the matter.
2. provide legal assistance to referred parties, we may collect your name, organisation and contact details, and information about the progression and outcome of the matter.
3. become a supporter of Te Ara Ture, we may collect your name, organisation, contact details and confirm whether you are a student.
4. register for a subscription to a Te Ara Ture publication, we may collect your name, organisation

- and contact details and details about the information you access in our publications.
5. make a donation to Te Ara Ture, we may collect your name, organisation, contact details, the amount and frequency of your donation and payment details.
6. attend a professional development or training program or attend another Te Ara Ture event, we may collect your name, organisation, contact details, payment details (if applicable) and any dietary and accessibility requirements.
7. participate in our surveys, we may collect your name, organisation contact details and your survey responses.
8. download a Te Ara Ture precedent from our website or use a web application, we may collect your name, organisation and contact details and details of the precedent you downloaded or web application that you used.
9. send us an enquiry, we may collect your name, contact details, information about your circumstances and details of your query.
10. make a complaint, we may collect your name, contact details, the details of your complaint, information collected in any investigation of the matter and details of the resolution of the complaint.
11. apply for a role at Te Ara Ture, we may collect the information you include in your application, including your cover letter, resume, contact details and referee reports.

What if you don’t provide us with your personal information?

In some circumstances we allow individuals the option of not identifying themselves, or of using a pseudonym, when dealing with us (for example, when viewing our website or making general phone queries).

The nature of the business carried on by Te Ara Ture means that, generally, it is not possible for us to provide services to our clients or deal with witnesses or other individuals in an anonymous way.

How do we collect personal information?

We collect personal information by lawful means in a number of ways, including:

- through our websites;
- when you correspond with us (for example by letter, email or telephone);
- on hard copy forms;
- in person (for example, at job interviews and where we meet with a client to take instructions);
- from referring to third parties such as Legal Aid;
- at events and forums; and
- from third parties such as Community Law Centres, Citizens Advice Bureau, Women’s Refuge or referrers who refer you to us for assistance with your express consent.

Why do we collect personal information?

The main purposes for which we collect, hold, use, share and disclose personal information are as follows:

1. Providing pro bono legal services:
 - a. assessing whether clients meet our eligibility criteria;
 - b. determining whether clients have any special needs, such as an interpreter or disability assistance;
 - c. endeavouring to arrange for the provision of legal and non-legal assistance (e.g. social work) to eligible clients;
 - d. referring clients to lawyers where the lawyer has agreed to provide assistance; and
 - e. operating an online tool (the Portal) that we use to make referrals.
2. Advocacy :
 - a. carrying out law reform and policy work;
 - b. promoting Te Ara Ture and its activities, including through events and forums;
 - c. conducting research and statistical analysis relevant to Te Ara Ture's activities;
 - d. preparing client stories for use in advocacy work and in publications (clients will not be individually identified without their express consent); and
 - e. reporting about our activities and client outcomes.
3. Education, information and outreach:
 - a. providing legal information or resources;
 - b. running professional development programs for lawyers;
 - c. running community training programs about the law; and
 - d. outreach activities, including community-based activities and online campaigns to promote our services.
4. Fundraising
 - a. seeking funding and donations
 - b. organising fundraising events; and
 - c. reporting to funding providers
5. General administration:
 - a. recruiting staff, contractors and volunteers;
 - b. answering queries and resolving complaints; and
 - c. evaluating our work, planning services and reporting externally.
6. Direct marketing:
 - a. Direct marketing is the promotion of goods and services directly to you including through emails, SMS, phone calls and the post. We will only send you direct marketing materials if you would reasonably expect to receive them or you have expressly consented. If it is impractical to gain your consent, we will always provide a simple means for you to request not to receive the material ("opting out"). We will not use your personal information for the purposes of direct marketing unless you have given us prior consent.

Opting out

You can opt out of receiving marketing communications from us by:

- advising us if you receive a marketing call that you no longer wish to receive these calls;
- using the unsubscribe facility that we include in our commercial electronic messages (such as email and SMS) to opt out of receiving those messages, or
- contacting us at the contact details outlined above.

Who do we disclose your personal information to?

The nature of the services provided by Te Ara Ture means that it is often necessary for us to disclose your personal information to other parties. We will ordinarily let you know who we will disclose your personal information to when we collect the information from you (unless there are practical reasons for not informing you) or when a referral agency collects the information for us.

Common third parties we might need to disclose your personal information to include:

- the legal providers that give legal assistance to our clients;
- agencies who refer you to us or make an application with us on your behalf;
- other agencies or people (with your express consent);
- our funding providers (although personal information will only be provided with express consent);
- referees whose details are provided to us by job applicants;
- our contracted service providers which include:
 - information technology service providers;
 - conference, function and training organisers;
 - marketing, communications and research agencies;
 - freight and courier services;
 - printers and distributors of direct marketing material; and
 - external business advisers (such as recruitment advisors, auditors and lawyers).
- a court (for obtaining copies of documents relevant to your matter).

More information about the sharing of information for applicants and users of our service is available in the Information Sharing Disclosure Statement which forms part of the applications form.

In the case of contracted service providers, we may disclose personal information to the service provider and the service provider may in turn provide us with personal information collected from you in the

course of providing the relevant products or services.

Given the nature of our work, we sometimes have to disclose personal information without consent. We are allowed to do this if we think, on reasonable grounds, that disclosure is necessary to prevent or lessen a serious threat to public health or public safety, or the life or health of the individual concerned or another individual.

Safeguards when Onboarding Clients

The nature of our service means we must share information about you with other people or agencies, including pro bono providers. This means the usual standards of confidentiality will not be present with regards to providers of legal services you interact with. It also means there is an increased risk of accidental disclosure, identification of you, or damage to your legal position.

When onboarding an applicant Te Ara Ture takes the following steps to limit the risk and impact of information sharing:

- We only share identity information after an expression of interests has been made by a pro bono provider. The purpose of this is to enable a conflict check to occur.
- We only share substantive and detailed information about our legal matter once it is confirmed by the pro bono provider that no conflict of interest exists. This additional information is used by the pro bono provider to assess whether it is able to offer help or to complete the placement of your matter with them.

Cross border disclosures

We may disclose personal information to our contracted information technology service providers which are cloud-based services and hosted off-shore. These providers are deemed by the Privacy Act to be our agents and any information held by them is regarded to be held by us.

Storage and security of the information we hold

We hold personal information in both hard copy and electronic formats. Paper files are stored in secure cabinets onsite. They may also be archived in boxes and stored offsite in secure facilities. If you are a client, we will return any of your original documents that we have to you when your matter has been finalised. Copies of your documents will remain on your file with us for no longer than necessary and will generally be kept for 7 years after the date that your file has been closed.

Information may be stored off-shore on third party servers. The Privacy Act treats such third parties as agents. Information held on third party servers is deemed to be held by us.

The security of your personal information is important to us and we use the recommended industry standards when storing and dealing with your personal information.

The steps we take to secure personal information against loss, access, use or unauthorized disclosure include:

- website protection measures (such as encryption, firewalls and anti-virus software);
- access restrictions to our computer systems (such as login and password protection);
- restricted access to our office premises; and
- staff training and implementation of workplace policies and procedures that cover access, storage and security of information.

Website security

While Te Ara Ture strives to protect the personal information and privacy of users of our website, we cannot guarantee the security of any information that you disclose online and you therefore disclose that information at your own risk. If you are concerned about sending your information over the internet, you can contact Te Ara Ture by telephone or post (our details are provided under "Contacting Us"). You can also help to protect the privacy of your personal information by letting us know as soon as possible if you become aware of any security breach.

Third party websites

Links to third party websites that are not operated or controlled by Te Ara Ture are provided for your convenience. Te Ara Ture is not responsible for the privacy or security practices of those websites. Third party websites should have their own privacy and security policies, which we encourage you to read before supplying any personal information to them.

Access and correction to personal information

We will take reasonable steps to provide you with access to your personal information. We may however charge a fee to cover our reasonable costs of locating the information and providing it to you. We will take reasonable steps to correct your personal information if we are satisfied that it is inaccurate, out of date, incomplete, irrelevant or misleading. If we have provided your personal information to third parties, we will also notify them of the correction if you ask us to do so, unless it is impracticable or unlawful. Requests to access and correct your information should be made by email, post or phone using the details provided under the "Contacting Us" heading. Note that we will need to verify your identity before processing your request. We will endeavour to respond to your request within 30 days. If we do not agree with your request to access or correct your information, we will provide you with written reasons for our decision and available complaint mechanisms.

The Privacy Officer is responsible for ensuring we comply with your access and correction rights.

Notifiable privacy breaches

We are required to notify the Office of the Privacy Commissioner and the affected individual(s) as soon as practicable after becoming aware of a privacy breach or give public notice if we are unable to notify the affected individual(s).

Complaints

If you have a complaint about how Te Ara Ture has collected or handled your personal information, please contact our Privacy Officer using the details provided under the heading "Contacting Us."

We will ask you to complete a Privacy Complaint Form, which provides us with the details we need from you to assess your complaint. We can assist you with completing the Form if required.

We will endeavour to respond to your complaint within 30 days of receipt of the Privacy Complaint Form (while complex cases may take longer to resolve, we will keep you updated on the progress of your complaint).

If you are unhappy with our response, you can refer your complaint to the Office of the Privacy Commissioner.