

Application Form

Section 1: Quick Suitability Check

Please do a quick check to see if this referral looks suitable. Our rules are not hard and fast, but the following provides good tips on what we're looking for. If you have any doubt, please contact us.

<p>A. This case is:</p> <ul style="list-style-type: none"> • A meritorious case but your agency does not have time to handle it; or • Outside of your agency's practice area or the client needs an opinion, a merits assessment or help from a specialist 	
<p>B. The case is:</p> <ul style="list-style-type: none"> • Within Te Ara Ture's current practice areas; and • A valuable use of pro bono resources (eg. not a low value matter being pursued only on principle) 	
<p>C. The client is not:</p> <ul style="list-style-type: none"> • A vexatious or persistent litigant; or • Eligible for legal aid (note: if the client has tried and failed to find a legal aid lawyer they are exempt from this test) 	

Section 2: Financial Eligibility

Clients must pass an income and disposable capital test to be eligible for our service. There are some exceptions, but the following is usually a good guide for who is eligible. If you have any doubt, please contact us.

Income

Answer question 1, then proceed to the next relevant part of the assessment.

	YES	NO
1. Is the family receiving a main benefit from WINZ?		

If the answer to question 1 is YES, go to Section 3; Disposable Capital

If the answer to question 1 is NO, you need to complete the income calculation.

Household income calculation:

- Calculate the household income at Table 1
- Calculate the number of people in the household
- Find the maximum income allowance for the household at Table 2

If the household income at Table 1 is greater than the maximum threshold at Table 2 the client is not likely to be eligible.

TABLE 1:

Calculate the household income:

Client annual income (from wages, salary, pension)	
Partner annual income	
Total household income	

Calculate the number of people in the household:

Number of people in household	
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Table 2: Maximum allowable income:

Single Person Household	2-person household	3- person household	4-person household	5-person household	6-person household	For each additional household member
\$41,600	\$57,300	\$68,700	\$80,200	\$91,600	\$103,100	Add \$11,000

Section 3: Disposable Capital

Please complete all relevant parts of the disposable capital assessment. Leave fields blank or write zero if they do not apply to the client.

Disposable capital calculation:

- Calculate home equity
- Calculate family car equity
- Calculate other assets
- Deduct all debts
- Calculate permitted deductions
- Deduct permitted deductions from total assets to get disposable capital

If the **Table 8: Total Disposable Capital** is higher than \$14,000 the client is not likely to be eligible.

However, check the exceptions in Table 9

Table 3 - Family Home:

Value of family home (estimated)	
Mortgage remaining on family home	
Total family home equity	

Table 4: - Family Car:

Value of family car (estimated)	
Debt on family car	
Total equity in family car	

Table 5 - Other Assets

Cash, savings, term deposits	
Other land or buildings	
Other vehicles (including cars, boats etc)	
Shares	
Other investments (eg. antiques)	
Money owed to you	
Private superannuation	
Tools of trade	
Value of family trust assets	
Total other assets	

Total Assets

Total assets	
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Table 6 - Other debts:

Mortgages on other properties	
Bank OD	
Personal Loans	
Money owed on credit contracts	
Money owed to private individuals	
Money owed to government agencies	
Other debts (school fees, power, etc)	
Student loans	
Credit cards	
Total other debts	

Table 7: - Permitted Deductions:

If client owns family home, insert home equity allowance for region from table on right	
if client owns a family car, insert \$10,000	
Total permitted deductions	

Home Equity Allowances					
Northland	\$210,000	Taranaki	\$174,000	Marlborough	\$211,500
Auckland	\$345,000	Wanganui	\$147,000	West Coast	\$85,200
Waikato	\$220,800	Manawatu	\$189,000	Canterbury	\$170,700
Bay of Plenty (Tauranga)	\$282,300	Hawkes's Bay	\$210,300	Otago	\$195,300
Rotorua/Whaktane	\$180,150	Wellington	\$265,500	Southland	\$126,000
Gisbourne	\$181,500	Tasman/Nelson	\$225,900		

Table 8: Disposable Capital Assessment

Total Disposable Capital	
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Table 9: Exceptions

We will make exceptions to our eligibility criteria in some circumstances. Contact us first if any of the following apply:

Does the matter involve complex litigation?	
Does the client have low income/high equity (such as a beneficiary or pensioner)?	
Is the family home the subject matter of the litigation?	
Is the matter a systemic problem which adversely affects many clients either at your centre or across the other centres and that resolution is a matter of broad public interest?	

Section 4: Contact details

Client Contact Details:

First Name:	
Family Name:	

Street address:	
Suburb	
Town/City	

Mobile Phone:	
Home Phone:	
Email:	
Date of Birth:	

Referral Agency Details

Agency Name:	
Contact Person	
Phone number:	
Email:	

Section 5: Scope of Matter

In this section you need to describe the legal issue and what help you are seeking. We use this information to define the scope of work and promote the case to our volunteers.

We want to know exactly what legal work is required. It is also helpful to know a bit about the client and why they are a good candidate for pro bono help.

Try to be specific. What help do you think is needed to get this sorted? Is it a quick little thing or a large project? And try to be realistic. Most lawyers won't sign up to open ended litigation. Will an opinion be enough or will someone need to take some extra steps?

Scope of Work

Succinctly state as much as you can about the legal issue (750 characters).

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Succinctly state the assistance sought (250 characters).

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Type of Help

Please select the type of help requested. You can select more than one.

Advice	
Merits Assessment or Opinion	
Discrete advocacy or appearance	
Facilitating Alternative Dispute Resolution	
Preparation of documents	
Representation	
Litigation	
Coronial inquiry	

Urgency/Time limitations

Please tell us whether there are any time critical issues or urgency. This will affect how long a matter is listed for and how we promote it (250 characters).

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Access Issues

Please tell us whether there are any access issues. Examples include disability, age, or language barriers. This will affect who we promote the opportunity to and what accommodations can be made. (250 characters).

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Conflicts

Please list all adverse parties and their lawyers

Name of other parties	
Name of lawyer for other party (if known)	
Name of any other lawyer you do not want this referral publicised to	

Area of law

Check our [current practice areas](#) on our website. If your matter is not within one of the current sub-categories we probably cannot accept the referral.

Practice Area Sub-category	
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Section 6: Referral Agency Undertakings

I _____ confirm:

1. I have confirmed the scope of work with the client and it is recorded accurately in section 5	
2. I have explained the following main terms to the client: a. The free legal work under the referral is defined and limited by the scope of work b. The basis on which the client might be charged for things c. The requirements around information sharing	
3. The client has signed the Authority and Instructions form (section 7)	
4. I undertake to upload the signed Authority and Instructions form when requested by Te Ara Ture	

Submit Application

Save and email the completed form to info@tearature.co.nz or

Click the submit button:

Section 7: Authority and Instructions

I, _____:

1. Acknowledge Te Ara Ture will try to find me a volunteer lawyer who will do agreed hours of legal work for free.
2. Acknowledge 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. Acknowledge that by referring the matter to Te Ara Ture our client relationship will come to an end.
4. Acknowledge that there is no guarantee Te Ara Ture will accept my application or a volunteer lawyer will offer me help.
5. Acknowledge that 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 before signing this Authority and Instructions.
6. Acknowledge that 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. Confirm I have been given a copy of the Te Ara Ture Client – General Terms prior to signing this Authority and Instructions.
8. Authorise the sharing of personal information on the terms outlined in the Client - General Terms and Privacy Policy.
9. Instruct and authorise the referral agency to refer my matter to Te Ara Ture.

Scope of Work

Legal Issue:

Assistance sought:

SIGNATURE: _____

NAME: _____

DATE _____

Section 8: Client 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.
- placement of pro bono Opportunities with Pro Bono Providers (and includes any subsequent releases, updates or patches to the Portal).
- 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