

Client contract for legal aid from Jussformidlingen

Jussformidlingen was established in 1972. Jussformidlingen is organized as a union and is run by advanced students at the Faculty of Law at the University of Bergen (UIB).

The purpose of Jussformidlingen can be divided into three parts; 1. To provide free legal aid to those who need it the most. 2. To examine the need for legal advice in society. 3. To give law-students the opportunity to gain practical experience.

1. The client's duties

To make sure that we can carry out our work effectively, our client has to:

- tell us what he/she wants to achieve by contacting Jussformidlingen
- make use of and get hold of an interpreter if this is necessary.
- provide correct and complete information in those cases where our work depends on information and material from himself/herself or persons who act on his/her behalf.
- quickly give us feedback on our requests.
- contribute to the progress of the case by answering letters, e-mail, telephone and coming to meetings on time.
- guarantee that he/she has the right to give us the information of material he/she provides us and that we are entitled to use this information and material in our assignment, cf., Personal Data Act (Personopplysningsloven)
- continuously give Jussformidlingen information about circumstances that will lead to or may lead to a conflict of interest.

If the client doesn't act according to the above-mentioned bullet points, his/her case may be dismissed (also see Section 8 of this contract).

2. Information, communication and confidentiality

- Jussformidlingen is closed for five weeks during the summer and during the Christmas and Easter holidays. Jussformidlingen is also closed when the caseworkers attend seminars, during the training of the new caseworkers and during the week of judicial policy work. In these periods, the client will only have a limited opportunity/possibility to get in contact with their executive officer. The timeline of procedure will not run in these periods.
- The services of Jussformidlingen are free. If the case ends up at forlikrådet (conciliation board) or in Husleietvistutvalget (The Rent Disputes Tribunal), the client will have to pay the court fee, and possible travel expenses for the executive officer.

- Jussformidlingen works as one unit. Cases will, as long as it is possible, be solved in co-operation with a number of executive officers. Every executive officer at Jussformidlingen maintains professional confidentiality.
- Jussformidlingen can use electronic communication, including unencrypted e-mail.
- Jussformidlingen can give away information about the client to others whom the client has engaged or will engage in connection with the assignment.
- Executive officers can only be contacted by the telephone number of Jussformidlingen, e-mail, letters, or attendance at the office of Jussformidlingen. If an executive officer is contacted privately, the case can be immediately closed from our side.

3. Timeline of procedure

Our procedure is by written communication. The letters from Jussformidlingen go through a quality assurance; all letters are approved by an internal committee at Jussformidlingen. After the first meeting with the executive officer and the caseworker have received all necessary documents, the client should expect 4 to 6 weeks of waiting for a first letter in his/her case. It may take longer time if the letter is not approved by the committee the first time. Due to the structure of our organization, it cannot be expected that we can provide legal advice and representation immediately after he/she has become a client at Jussformidlingen. In holidays, during seminar, weeks with training of new caseworkers and during the week of judicial policy work, the processing time does not run (also see Section 2 of this contract).

If there is a need for further help or assistance after the client has received the first letter in the case from Jussformidlingen, he/she would have to expect more time for further procedures depending on how much work each executive officer has. Therefore, an immediate response cannot be expected after a new request from the client.

4. Rights

Unless there is an agreement, the services of Jussformidlingen are exclusively intended for the client. Our advice, judgements and conclusions cannot be invoked by anyone other than the client, neither towards us nor others. Unless this has been agreed to in advance by Jussformidlingen;

- documents (regardless of what type of medium) must not be used in any circumstances other than what has been presented,

- drafts must not be used as grounds for final decisions or actions,
- there must not be any changes or additions in documents sent from us.

Jussformidlingen has the copyright and all other immaterial rights to the material delivered to the client, regardless of content and medium. Unless there is an agreement between the executive officer and the client, the client cannot pass on this information to others. Ideas, concepts, models, information, or know-how, etc., that appear in our letters, are our property. We can freely use and elaborate any of them in our work.

5. Force Majeure

In case of a circumstance that causes a party not to fulfil his/her obligations and the circumstances are out of the control of the party, the obligations shall be put on hold until the circumstance disappears.

6. Discontinuance

The obligation to deliver per this contract, can be brought to an end by a party if:

- a party breaks this contract to a considerable extent and the party does not correct this within a week after receiving notice about this from the other party.
- there arise circumstances that make Jussformidlingen unable to continue the work without acting in conflict with the rules of professional independence.

7. Dismissal:

- We can dismiss the client if she/he contacts the media.
- Jussformidlingen does not take cases only regarding debt collection. That means we do not help the client if she/he already has grounds for enforcement, or Jussformidlingen has helped the client establish grounds for enforcement.
- Jussformidlingen does not assist a unit/union consisting of more than 7 persons.
- We can dismiss the client if she/he already receives professional aid in the same case.
- We can dismiss the client if she/he contacts the opposite party or the opposite party's lawyer without our approval.
- We dismiss the case if the amount of the conflict is larger than our liability insurance.
- We can dismiss the case if the amount of the conflict is smaller than 3 000 NOK.
- Cases where the client already has received aid from Jussformidlingen will be dismissed.
- We will dismiss the case if there is a possibility that we may appear as prejudiced. This means that we can dismiss cases where we are or have been involved with the opposite party.
- We can dismiss the client if she/he does not act in accordance with Section 1 in this contract.
- The case can also be dismissed if extraordinary circumstances occur. Additionally, Jussformidlingen is free to choose whom to aid.

An executive officer has only one case on behalf of each client. If the client has different legal issues, she/he will be referred to the reception desk.

8. Responsibility.

Neither the client nor Jussformidlingen can hold the other party responsible for errors, accidents, viruses, or such things regarding electronic communication.

Neither the client nor Jussformidlingen can hold the other party responsible for expenses or losses caused by consequential loss, increased costs or expenses, lost income or other forms of indirect losses of any kind.

Any claims the client has against Jussformidlingen, must be addressed to Jussformidlingen as an organization and not the executive officer personally.

Legal advice from Jussformidlingen is not exhaustive. We always advise you to get a new assessment of your case, if your claim is dismissed by us.

9. "The Code of Conduct for Lawyers".

Jussformidlingen follows The Code of Conduct for Lawyers (reglene for god advokatskikk). If the client believes that Jussformidlingen have broken these rules, a complain can be sent to the disciplinary authority. Rules and information about the possibility of complaining are available on the website of The Norwegian Bar Association (Advokatforeningen); www.advokatforeningen.no.

10. Law and jurisdiction

This contract and every other relationship regarding this assignment is regulated by Norwegian law. Agreed jurisdiction is Bergen tingrett.

11. Personal data

By signing the client contract the client accept that Jussformidlingen processes and stores personal information, and that Jussformidlingen can store the information electronically in ten years after the case is closed. The client can ask Jussformidlingen to delete the information. To get more information, and to read our Privacy Policy (personvernerklæring), see our website www.jussformidlingen.no.

Date: _____

Client name in block letters

Client signature

Date: _____

For Jussformidlingen:

executive officer signature