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**CLIENT SERVICE AGREEMENT**

The Western Aboriginal Tenants Advice and Advocacy Service will provide the following service. All clients must sign an **Authority to ACT Form** before WATAAS can act on your behalf.

1. **This service agrees that:**
   1. Advice will only be given by trained Tenancy Worker or a solicitor.
   2. All letters and documents will be signed by a client or Tenancy Worker.
   3. All Tribunal appearances will be by a Tenancy Worker if available, or by the client.
   4. The Tenancy Worker acting for the client undertakes to act expressly on the instructions of the client.
   5. It will not charge for any service provided by it or any office expenses unless these are recoverable from another party but will require the client to pay for any fees required to lodge an application with the NSW Civil and Administrative Tribunal (NCAT).
   6. If it becomes aware of a conflict of interest, it will cease to act for the client and will close the file, and if possible we will arrange a suitable referral for the client. Where it makes a decision to close the clients file a closing letter will be forwarded to the client.
   7. At the end of the case, the service will return to the client any original documents provided by the client.
   8. When a file is closed it is kept in storage by the Western Aboriginal Tenants Advice and Advocacy Service in Dubbo NSW for a minimum period of seven (7) years.
2. **The client understands and agrees that:**
   1. The tenancy Service is provided by the Western Aboriginal Tenants Advice and Advocacy Service which is auspice by Aboriginal Legal Service (NSW/ACT) Limited. The file remains the property of the Western Aboriginal Tenants Advice and Advocacy Service.
   2. The service will provide assistance to the client based on its intake and policy guidelines. The Service is also only able to provide assistance to the extent that is possible having regard to Service resources. If the Service can assist the client at the NSW Civil and Administrative Tribunal, the client will be advised in advance of each appearance before the Tribunal.
   3. The client matter may be discussed with other Tenancy Workers at case meetings within the Service on a confidential basis. The client’s file may be reviewed on a random basis by Solicitors from other Legal Services under the Professional Indemnity Scheme.
   4. The client will reimburse the Service for any money paid for the NSW Civil and Administrative Tribunal application costs.
   5. The client will respond to any correspondence forwarded to the client by the Service within the time specified in the correspondence.
   6. If the clients do not respond to the correspondence within a reasonable time, the client acknowledges that their file may be closed by the service.
   7. If the client withholds information which is relevant to their matter from the Tenancy Worker, the Service may cease to represent the client and close their file.
   8. The client will notify the Service immediately of their change of address and phone number.
3. **Complaints**

If the client is unhappy about the way their matter has been handled by the Service they should:

* 1. Firstly discuss the matter with the Tenancy Worker that is assisting them.
  2. Secondly, if the client does not want to or cannot speak to the Tenancy Worker directly, the client can contact the Service Co-ordinator on (02) 6884 0969 to discuss their concerns.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_