

QICDRC Pro Bono Service Guidelines

May 3rd, 2020



محكمة قطر الدولية
ومركز تسوية المنازعات
QATAR INTERNATIONAL COURT
AND DISPUTE RESOLUTION CENTRE

Introduction

1. The term 'pro bono' comes from the Latin phrase *pro bono publico* meaning 'for the public good'. In the legal context, this generally means the provision of free legal advice and/or representation to those who cannot afford to pay for it and where public means of funding are not available. Pro bono services play a critical role in ensuring effective access to justice for all.
2. The Qatar International Court and Dispute Resolution Centre ('the QICDRC') has established the QICDRC Pro Bono Service ('the Service') which seeks to provide legal advice, assistance and/or representation to individuals with limited financial means on a pro bono basis (i.e. at no cost) to help them understand their rights and obligations in regard to civil and commercial disputes, regulatory appeals or other legal issues that fall within the jurisdiction of the Qatar International Court (the 'Court') or QFC Regulatory Tribunal (the 'Tribunal').
3. These Guidelines set out the administrative and operational framework of the Service.

Overview of the Service

4. The Service has been established by the QICDRC to enable eligible individuals, with limited financial means, to receive legal advice, assistance and/or representation at no cost.
5. The Service is provided by lawyers who volunteer their time and expertise to eligible individuals regarding matters that fall within the jurisdiction of the Court or the Tribunal.
6. The assistance provided under the Service involves, in the first instance, a volunteer lawyer giving initial advice to an individual in relation to their legal issue(s). It may then extend to the volunteer lawyer providing ongoing advice and/or representing an individual before the Court or Tribunal. It is entirely a matter for the volunteer lawyer, exercising his or her professional judgement, as to how much assistance he or she feels able to give in any particular case.
7. The specialist jurisdiction of the Court and Tribunal is primarily set out in the QFC Law. Article 8(2)(c) of the QFC Law provides that the Tribunal "shall have the jurisdiction to hear Appeals raised by individuals and corporate bodies against decisions of The QFC Authority, The Regulatory Authority, and other QFC institutions." Article 8(3)(c) of the QFC Law provides that the Court has jurisdiction over

"c/1- Civil and commercial disputes arising from transactions, contracts, arrangements or incidences taking place in or from the QFC between the entities established therein.

c/2- Civil and commercial disputes arising between The QFC authorities or institutions and the entities established therein.

c/3- Civil and commercial disputes arising between entities established in The QFC and contractors therewith and employees thereof, unless the parties agree otherwise.

c/4- Civil and commercial disputes arising from transactions, contracts or arrangements taking place between entities established within The QFC and residents of The State, or entities established in the State but outside The QFC, unless the parties agree otherwise."

The Service is **not** available to individuals who need advice regarding issues that fall outside the specialist jurisdiction of the Court or Tribunal.

8. Applications for pro bono legal assistance are received and reviewed by a team at the QICDRC Registry. If an application for pro bono legal assistance is accepted, the individual will be notified and referred to a volunteer lawyer. If an application is refused, or if further information is required, the individual will be likewise notified.
9. Those who are seeking pro bono legal assistance must complete and sign an [Application for Pro Bono Assistance](#).
10. Prior to seeking pro bono legal assistance under the Service, individuals are requested to read and consider these Guidelines so as to ensure that they understand the remit of the Service, including issues of eligibility.

Who is eligible for Pro Bono Legal Assistance?

11. Pro bono legal assistance under the Service is provided only to individuals who:
 - (a) need legal assistance in relation to a civil or commercial dispute, regulatory appeal or other legal issue(s) that fall within the jurisdiction of the Court or Tribunal; and
 - (b) do not have the financial means to pay for legal advice to assist them with their legal issue(s).
12. As part of the application process, individuals must certify that they do not have the means available to pay for legal advice and/or representation and provide evidence in support.

Application for Pro Bono Legal Assistance

13. Those who are seeking assistance from the Service must complete and sign an [Application for Pro Bono Assistance](#) which must then be emailed to the QICDRC Registry at ProBono@qicdrc.gov.qa.
14. The information provided must be accurate to the best of the knowledge, information and belief of the person providing it.
15. Pro bono legal assistance provided under the Service may be immediately terminated upon those administering the Service or a volunteer lawyer learning that the individual who applied for pro bono legal assistance made false or misleading statements as part of their application.
16. The QICDRC Registry will endeavour to promptly review applications for pro bono legal assistance and, in any event, will do so within 3 working days of receipt of the application. Thereafter, individuals will be notified as to whether they have been accepted. If they have, they will be put in contact with a volunteer lawyer. If they have not, or if further information is required, they will likewise be notified.
17. It is at the absolute discretion of the QICDRC Registry as to whether an individual is eligible for pro bono legal assistance under the Service. It is not a legal right to be offered pro bono legal assistance. Even an individual who may otherwise be eligible under the Service may be refused assistance if, for example, there are no volunteer lawyers available to take on the case. The decision of the QICDRC Registry in this regard is final and is not subject to review.
18. An individual who has been accepted for pro bono legal assistance under the Service ("pro bono client") will receive legal assistance in accordance with these Guidelines at no cost.

Consultations with Volunteer Lawyers

19. Where an application for pro bono assistance under the Service has been accepted, the matter will be referred to a volunteer lawyer. The volunteer lawyer will contact the pro bono client to arrange an initial consultation. It is a matter for the volunteer lawyer how such consultations are conducted but it is to be expected that they will take place at the volunteer lawyer's offices or at the premises of the QICDRC. However, it may be that initial consultations take place over the telephone or by way of videoconference. The time allocated for a consultation is entirely a matter for the volunteer lawyer.
20. After the initial consultation has taken place, it is a matter for the volunteer lawyer as to what further advice, assistance, or representation they provide to the pro bono client. As a minimum, however, the volunteer lawyer should write to the pro bono client to inform them of the outcomes of the initial consultation including any advice as to potential next steps.
21. Consultations will ordinarily be conducted in the English or Arabic language(s). However, if a pro bono user has a different preferred language, this should be specified in the [Application for Pro Bono Assistance](#) and consideration will be given as to whether a volunteer lawyer who speaks that particular language is available or, alternatively, whether interpretation services can be provided. This, however, cannot be guaranteed.
22. If a pro bono user has any other requirements that need to be taken into account in order to facilitate the smooth conduct of the consultation (such as those relating to a disability) this should also be explained as part of their application.

Withdrawal and termination of pro bono legal assistance

23. Pro bono legal assistance may be withdrawn at any time for reasons that include:
- (a) the issue is not, or is no longer, appropriate for pro bono legal assistance;
 - (b) pro bono legal assistance is no longer considered effective;
 - (c) the Service has, in the opinion of the Registrar of the QICDRC, already provided a sufficient level of pro bono legal assistance to the pro bono client;
 - (d) the relationship between the pro bono client and the Service or the volunteer lawyer has broken down; or
 - (e) for any other reason deemed reasonable by the Registrar of the QICDRC.
24. If a pro bono client no longer wishes to receive pro bono assistance, they must notify the volunteer lawyer and the Service immediately.
25. The pro bono client must notify the volunteer lawyer and the Service if, at any stage during the period they receive pro bono legal assistance:
- (a) the pro bono client finds or receives legal assistance through other means (including via another pro bono service provider); or
 - (b) the pro bono client's financial circumstances have changed such that they become financially able to engage the services of a lawyer.
26. Failure to comply with paragraph 26 above may result in the pro bono client being asked to pay the legal costs incurred under the Service (including those that would otherwise have been charged by the volunteer lawyer).
27. Pro bono clients are expected to behave courteously, calmly and respectfully towards volunteer lawyers and those who administer the Service. Behaviour which is discourteous, aggressive or disrespectful towards volunteer lawyers or the Service staff by the pro bono client and/or any accompanying person will not be tolerated. Pro bono legal assistance will be terminated immediately at the absolute discretion of the volunteer lawyer or Service staff in the event of any such behaviour taking place.

Additional terms and conditions of pro bono legal assistance

28. The following are additional terms and conditions in regard to the provision of pro bono legal assistance under the Service:

- (a) the Service is not responsible for meeting any deadlines in any legal proceedings in which a pro bono client is involved;
- (b) communication with anyone at the Service who is not licensed to provide legal advice does not constitute legal advice;
- (c) a volunteer lawyer under the Service cannot provide pro bono legal assistance where there is a conflict of interest or where the matter is not within their competence; and
- (d) pro bono clients understand and agree that:
 - i. there is no right to pro bono legal assistance and that, where pro bono legal assistance has been granted, it may be terminated at any time;
 - ii. pro bono legal assistance is brief and summary in nature;
 - iii. in many cases, pro bono legal assistance will be restricted to an initial consultation with a volunteer lawyer although the volunteer lawyer may agree, at his or her discretion, to provide ongoing assistance and/or representation to the pro bono client;
 - iv. initial consultations will usually be short (20-30 minutes);
 - v. the volunteer lawyer has the right to end a consultation with a pro bono client at any time;
 - vi. consultation may or may not include assistance with document preparation or discussions with an opposing lawyer or party;
 - vii. volunteer lawyers cannot provide comprehensive legal opinions, predict outcomes or provide second opinions;
 - viii. the notarisation or certification of documents does not fall within the ambit of the Service;
 - ix. neither the Service nor the volunteer lawyer will serve or accept service of documents in legal proceedings;
 - x. pro bono clients who receive pro bono legal assistance are not forming an ongoing lawyer-client relationship, unless that is specifically agreed at a later time in a written engagement letter between the pro bono client and volunteer lawyer; and
 - xi. in the event that a written engagement letter (or similar arrangement) is entered into between the volunteer lawyer and the pro bono client, the pro bono legal assistance provided under the Service shall be deemed to have come to an end.

29. In their application for pro bono legal assistance, pro bono clients are required to certify that they understand and, in consideration of the services provided, agree to the following terms before any advice can be given under the Service:
- (a) the Service is intended to provide legal advice to people who cannot afford to pay for legal advice. I cannot afford to pay for this legal advice but, if this situation changes, I will inform the Service and any volunteer lawyer immediately;
 - (b) the Service provides advice only in respect of civil or commercial disputes, regulatory appeals or any other legal issues falling within the jurisdiction of the Court or Tribunal;
 - (c) I am seeking legal assistance in my own capacity and not on behalf of another;
 - (d) the advice provided by volunteer lawyers is not intended to replace or supplement legal advice obtained from outside the Service, particularly legal advice provided on a professional, paid- for basis. Volunteer lawyers will advise you at their discretion, including any decision to reject your request for assistance on the basis of a conflict of interest. The Service will make all reasonable efforts to find a volunteer to advise you, but there may be occasions when no volunteer can be found;
 - (e) the advice provided by volunteer lawyers is based on information believed by the volunteer lawyers to be complete and accurate, and the most recent information available. I will explain the full circumstances of my issue, give any information required for my assistance, and will answer questions honestly;
 - (f) I will not hold liable in any way, whether in the law of contract, tort (including negligence), misrepresentation, restitution or otherwise in any jurisdiction, any of the volunteer lawyers, their employers and/or the QICDRC including their agents, employees and representatives, for the acts and/or omissions of any volunteer lawyer who gives me advice in consultation under this Service, or in the course of any representation I may have under this Service. I acknowledge that the QICDRC is not responsible in any way for the content or accuracy of the legal advice provided by the volunteer lawyer; and
 - (g) any breaches of my obligations may, at the sole discretion of the QICDRC Registrar, lead to me being barred from using the Service. The QICDRC Registrar also reserves the sole discretion to reject any request for assistance.

Pro Bono Client Information and Privacy

30. The Service will not disclose the personal data provided by a pro bono client, including their name or email address, to any third parties, except to volunteer lawyers, and we will only use the personal data you provide for the purposes of assessing and assisting with your application for pro bono legal assistance. You have a right of access to and rectification of your personal data.

Client Feedback and Complaints

31. To ensure the quality of its services, the Service may, from time to time, request feedback from pro bono clients on the quality of assistance provided.
32. Pro bono clients can communicate any complaints regarding pro bono legal assistance provided under the Service to ProBono@qicdrc.gov.qa.
33. If a pro bono client is not satisfied with the service provided by a volunteer lawyer, the pro bono client may request referral to another volunteer lawyer by sending the reasons of his or her dissatisfaction to ProBono@qicdrc.gov.qa. The Service has absolute discretion in determining whether to refer the pro bono client to another volunteer lawyer.

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