Mortgage Stress Victoria

Mortgage Stress Victoria – Terms & Conditions

If you have questions about how any of these may apply to your matter, please contact your caseworker

Your responsibilities

1. To continue to help you with your matters, we require you to:
    a. Keep in regular contact with us about your legal matter and be available to give us any information we need (if we can't contact you we can't help you)
    b. Tell us if you change any of your contact details including address, email address and phone number;
    c. Keep us updated if you become aware of any relevant information relating to your matter;
    d. Respond to us in a timely manner when we contact you as well as answer any questions we may have in relation to your matter;
    e. Attend your appointments with support services that we refer you to and engage in programs we recommend to help with your case.
    f. Treat our staff with respect, free from discrimination, harassment or threats;
    g. Not make abusive, racist, sexist, homophobic or other offensive comments towards us;
    h. Not damage our property or resources;
    i. Not be under the influence of alcohol or illegal drugs that will make it difficult for us to obtain instructions from you;
    j. Not create an atmosphere of intimidation.

Our responsibilities

2. You can expect us to:
    a. Explain the law and/or information to you and give you accurate advice, rights or options. If you are seeing a financial counsellor or social worker, they will not be providing legal assessments or advice;

b. We cannot however guarantee the suspension of legal action which can depend on a number of factors including the stage that enforcement action has reached.
c. Be in contact with you as required and answer relevant questions along the way;
d. Progress your matters in a timely manner;
e. Act on your reasonable instructions;
f. Treat you with respect, free from discrimination, harassment or threats;
g. If you have been the victim of a crime, for us to provide our services to you in accordance with the Principles of the *Victims Charter Act 2006* (Vic) (see www.victimsofcrimecommissioner.vic.gov.au/the-victims-charter).

When we can end our help

3. We may end our help for good reason and on reasonable notice. Examples of a 'good reason' would be:

a. Your matters with us have been completed;
b. We are unable to assist you further because of limited resources or capacity;
c. Your matters progress to a stage where it is outside of what we agreed to do, our practice area or beyond our expertise;
d. Your circumstances change such that we no longer consider you fall within our case intake policy;
e. We consider the merit of your matters is low;
f. We advise you not to proceed with your matters and you wish to continue against our advice;
g. We are unable to engage with you within a reasonable time so as to allow us to act with due skill, care and attention on your behalf;
h. You tell us to do something which would breach our duties;
i. There is a serious breakdown of confidence and trust between us;
j. A conflict of interest arises which prevents us from continuing to act;
k. Disbursements are not paid within a reasonable time;

l. You have other lawyers, financial counsellors or social workers outside of Mortgage Stress Victoria acting in your matters;
m. We become aware of an issue that poses a risk to our duties and obligations under the *Occupational Health and Safety Act 2005* (Cth); or
n. If you do not comply with any of the terms listed in 'Your responsibilities' above.

4. If we terminate our assistance and your matter has not been finalised we will also provide you with referral options.

Trust money

5. Your matter may involve the receipt of trust money. Trust money means money entrusted to the law practice in the course of, or in connection with, legal services provided to you by a legal practice. This money may be received from a grant of legal aid, by yourself, or someone on your behalf.

6. Where trust money is received, it will be paid into our trust account and you authorise us to make payment as required to progress your matter. You will be notified when a payment is made.

Privacy and confidentiality

7. We comply with privacy laws pursuant to the Australian Privacy Principles and wider *Privacy Act 1988* and legal professional privilege applies to all legal discussions and advice concerning your matter. Our full Privacy Statement can be found here.

8. This means that we will not disclose to third parties (including next of kin or authorities) anything related to you or your matter without your consent. Limited exceptions apply and include:
   a. As permitted or compelled by law to disclose, including if our financial counsellors' or social workers' files are subpoenaed by a court of law;

b. In a confidential setting, for the sole purpose of obtaining advice in connection with our caseworkers' legal and ethical obligations;
c. To supervisors of our caseworkers;
d. For the purpose of avoiding the probable commission of a serious criminal offence; or
e. For the purpose of preventing imminent serious physical harm to yourself or others.

Complaints

9. If you are unhappy with our service, you may in the first instance speak to your caseworker. If you are still unhappy, you can raise a complaint verbally or in writing to:
    a. Your caseworker's supervisor; OR
    b. The Program Manager/Director/CEO or Chair of the Board (where your complaint relates to the CEO).

Cultural safety

10. We are committed to providing culturally safe services to our clients. If there is a way we can provide our services to you that will make you feel more at ease over the course of your matters, or there is something you would like us to be aware of when we are speaking to you or on your behalf, please let your caseworker know. This information is also treated confidentially.

Storage and destruction of your file

11. We are required to hold your file in a secure and confidential manner for at least 7 years from the date we close your file.

12. We will keep your file in an electronic form. Without consulting you, we may destroy any hard copy documents we receive in your matter (apart from any original will, deed, lease, agreement or certificate). Before we destroy any hard copy document, we will

scan an electronic copy to your file.

13. Unless you advise us that you want your file returned to you or an authorised person, we may completely destroy your file after 7 years from the date we close your file without notice to you in accordance with the law. This does not include Wills, Powers of Attorney, or files that are still contemplating litigation or raise sexual abuse of a minor. If there are likely reasons why your file will need to be kept after 7 years, your caseworker will let you know.

14. If you request your file be returned to you prior to your file destruction, the file will be provided to you in electronic copy only. Any original will, deed, lease, agreement or certificate which has been retained on the file in hard copy will be returned in hard copy.