**Conditions of mediation of the pro bono services by the Pro Bono Centre**

These conditions are binding for the Pro Bono Centre, non-profitable organizations applying for the mediation of pro bono legal services, as well as for associated law firms.

**Fundamental conditions**

Pro Bono Centre is one of the projects of the Pro Bono Alliance s.z.

Pro bono legal assistance is provided by the cooperating law firms. Pro Bono Centre does not provide any legal assistance, it only serves as a means of mediation.

Pro Bono Centre does not guarantee the provision of legal assistance, not even when a request is accepted for mediation.

A coordinator of the Pro Bono Centre is the one who decides whether a request for mediation is to be accepted. There is no entitlement for the inclusion to the system of mediation. Upon not accepting the request the coordinator shall, without delay, inform the applying non-governmental organization (NGO). If possible, the coordinator will provide information about a different institution capable of mediating legal assistance.

**Eligibility for the use of Pro Bono Centre services**

Pro Bono Centre can be contacted exclusively by non-profitable organizations, specifically regarding:

1) Legal issues of their dispossessed (low-income) clients

- due to a limited capacity, the centre cannot accept requests of individuals not associated with any non-profitable organization

2) Their own legal issues, for example:

- formation or revision of contracts

- labor-law counselling

- help with the formation or revision of articles of association

- tax counselling

- comparative legal research

- preparation of legal analyses or commenting/criticism of/ legal analyses

- procedural representation before the Constitutional Court of the Czech Republic, the European Court of Human Rights (legal research, preparation of applications, amicus curiae briefs etc.)

- another form of legal assistance

Individuals can only apply for the Pro Bono Centre services via an NGO.

**Beginning of cooperation**

In order to use the services of the Pro Bono Centre one has to file a signed declaration of consent with these conditions. The declaration is a part of this document, it is also available at the website of the Pro Bono Centre: <www.probonocentrum.cz>

**Filing requests for mediation**

An NGO files requests for mediation of legal assistance for itself or its clients via web forms available at [www.probonocentrum.cz](www.probonocentrum.cz%20) , in section: forms for download.

A request for pro bono services must be filed at least 3 weeks before the lapse of any time-limit or ordered hearing.

Employees of the Pro Bono Centre shall check if the individual request falls under the centre's area of expertise, if it has a legal basis, if it contains all the necessary information and respects these conditions. Then they will offer it to the associated law firms for takeover. Even after submitting the request to a specific law firm, the employees of the centre shall monitor the processing of the request and shall, if the need arises, participate on its successful solution.

**Do not send** the Pro Bono Centre any written documents regarding the requests for mediation of legal services. If necessary, the employees of the Pro Bono Centre shall request them of their own accord.

**Requests not accepted by the Pro Bono Centre**

- regarding criminal proceedings, except the representation of the injured

- regarding commercial matters

- if a legal assistance in the matter is already being given by an attorney at law

- if there is a way of ensuring an effective legal assistance from the state, i.e. a client usually has to unsuccessfully request the court for a procedural representative in a civil procedure and in an administrative judicial proceeding, or for the appointment of a deputy in a criminal proceeding, with the exception of a client who is facing substantial prejudice to his/her rights due to a default; a client does not have to request the Czech Bar Association to assign him/her an attorney at law

- client´s problem does not have a legal merit

- provision of free legal services is not justified by the proprietary and income status of a client or by the nature of a client´s case (e.g. vexatious execution of rights, banal claims etc.)

- legal assistance cannot be mediated before the lapse of time-limit or before the date of a scheduled court, administrative or other proceeding or examination

**Pro bono legal services for NGO´s clients**

NGOs can acquire legal assistance for their clients only if the property and income conditions of these clients do not allow them to secure legal assistance in any other way. That is proven by an affidavit. A client has to prove the information in the affidavit to the NGO which files the request for mediation on his/her behalf.

Submitting false information in the affidavit constitutes grounds for the termination of pro bono legal assistance, and the client is therefore obliged to pay for the provided legal services according to the attorney tariff.

An NGO is obliged to instruct the client that:

- only legal services are provided free of charge

- a client is obliged to cover his/her own necessary cash expenses as well as the attorney´s cash expenses (travel costs, expert´s opinion costs etc.)

- in case of an unsuccessful court dispute the court may impose a duty to cover the opposing party´s costs of proceedings on the client

- an NGO is entitled to inform the Pro Bono Centre if and with what result has the case been concluded

- submitting false information important for deciding whether to accept the request for mediation of legal assistance can constitute grounds for termination of cooperation with the client

- submitting false information regarding his/her property and income conditions constitutes the client´s obligation to pay for the provided legal services according to the attorney tariff

A client is obliged to sign the instruction.

An affidavit about client´s property and income conditions as well as the client´s instruction regarding the facts mentioned above, both signed, are filed to the Pro Bono Centre.

An NGO shall, upon an attorney´s acceptance of the request, immediately contact the attorney and agree on the means of cooperation. In case of need the NGO is obliged to provide the client with further assistance necessary for the effective use of legal services, notably accompany the client to a meeting with the attorney or the authorities, help the client with the acquisition of important documents.

**Financial conditions**

Mediation of pro bono legal assistance is provided free of charge.

Pro bono legal assistance is provided free of charge. The attorney, who accepts the request for pro bono legal assistance, cannot ask the NGO or its client for any compensation, not even in the case of a successful litigation.

Freedom of charges applies only to the legal work itself and to the lump-sum reimbursement of cash expenses according to the attorney tariff. The NGO or the individual must cover other costs regarding the provision of pro bono legal services (notably court or administrative fees, expert´s opinion or other evidence costs, reimbursement of costs of proceedings of the opposing party in case of an unsuccessful litigation, reimbursement of the attorney´s cash expenses exceeding the lump-sum reimbursement of cash expenses according to the attorney tariff etc.).

If the client is, as a part of costs of proceedings, awarded attorney´s compensation, then costs of proceedings equal to the attorney´s compensation belong to the attorney who will use them for beneficial purposes or for the development fund of legal assistance, administered by the Pro Bono Alliance. These funds can only be used by the Pro Bono Alliance for the development of pro bono legal services. These funds cannot be used for salaries or personal rewards of the employees or external co-workers of the Pro Bono Alliance.

**Obligations of an NGO**

An NGO is obliged to inform the Pro Bono Centre if it additionally finds out information about client´s case or the client, which is important for the provision of legal services or termination of legal services. This obligation especially concerns the information:

- that affects the inclusion of the request into the system of mediation, notably regarding the conditions of request´s acceptance by the Pro Bono Centre

- regarding the change of factual circumstances of a case

- regarding the changes of time-limits, especially the dates of ordered court, administrative or other proceedings

- that a client intentionally provided false or incomplete information regarding his/her income and property conditions in the affidavit

- regarding the increase of client´s income or the change of client´s property conditions in a way that the client is now capable of paying for legal services

- regarding the change of any circumstances affecting the legitimacy of pro bono provision of legal services to the client

- if and with what result has the case been concluded

**Obligations of the Pro Bono Centre**

Employees of the Pro Bono Centre shall notify the NGO about the acceptance of its request and about the current phase of mediation, they shall do so no later than two weeks after the day the request was filed.

The Pro Bono Centre guarantees the confidentiality of all data and information that have been provided in connection with the request for mediation of legal services, with the exception of providing these data and information to the attorneys who are the part of the mediation system and to the NGO that filed the request for mediation, for the purpose of mediating a free of charge provision of legal services. The Pro Bono Centre only discloses fully anonymised information. Disclosure or provision of other information is conditioned by the prior written consent of a person whom the information is concerned.

**Declaration of consent with the conditions**

Declaration of consent with the conditions:

On behalf of ...................................................................................................................................

 name, legal form /registered association, generally benevolent society etc./ identifying company registration number, registered office

I hereby declare that we have made ourselves familiar with the conditions of mediation of pro bono services as stated above and we agree to them. We acknowledge that if we breach these conditions, the Pro Bono Centre can terminate the cooperation with us.

In ..... on ......

 ...................................................................................

 name, surname, signature of a person authorized to act on behalf of the NGO