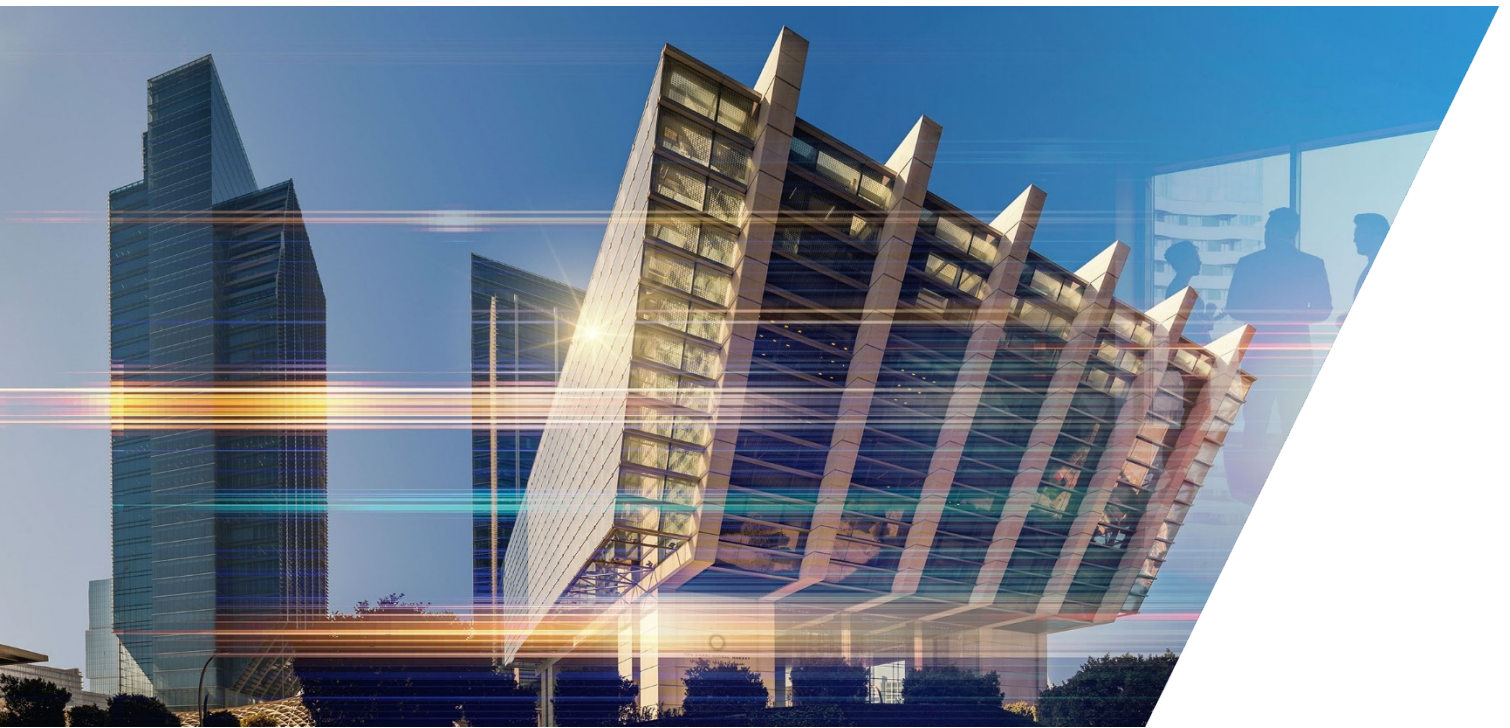




ADGM COURTS
محاكم سوق أبوظبي العالمي



ADGM COURTS

PRO BONO SCHEME GUIDELINES

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ADGM Courts Pro Bono Scheme Guidelines

Introduction

1. An essential requirement for a fair and accessible justice system is that all individuals, regardless of their financial means, have access to legal assistance to protect their rights and interests. Some individuals, however, are either unable to afford legal assistance, or suffer financial hardship as a result of seeking that assistance.
2. Abu Dhabi Global Market Courts (the “Court”) have introduced a scheme that provides legal assistance 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 a civil or commercial dispute or any other legal issue that falls within the jurisdiction of the Court, no matter whether they are involved in legal proceedings before the Court.
3. These Guidelines set out the administrative and operational framework of the “ADGM Courts Pro Bono Scheme” (the “Scheme”).

Purpose of the Scheme

4. The Scheme has been established by the Court to enable individuals with limited financial means to receive legal assistance at no cost. This assistance is offered through the Pro Bono Legal Assistance Helpline (the “Helpline”).
5. Pro bono legal assistance is provided by lawyers and legal professionals who volunteer their time and expertise to individuals in regard to civil and commercial disputes or other legal issues that fall within the jurisdiction of the Court.
6. The assistance provided under the Scheme involves a legal volunteer giving advice to an individual in relation to their legal issue. It does not extend to the legal volunteer providing ongoing advice or representing an individual before the Court. Any such arrangement is to be provided separately on terms to be agreed between the legal volunteer and the individual seeking assistance.
7. Pro bono assistance is not available to individuals who need advice in regard to criminal, family or inheritance issues, or for issues that fall outside the jurisdiction of the Court.
8. Prior to seeking pro bono legal assistance, applicants are requested to read the guides and information available on the Court’s website [here](#).
9. All persons seeking pro bono legal assistance must complete and sign an Application for Pro Bono Assistance (see **Annexure A**), published on the Court’s website, prior to their consultation with a legal volunteer. If an application for pro bono legal assistance is accepted, the Scheme will refer the individual to a legal volunteer for consultation through the Helpline.
10. For information regarding ADGM employment matters, we recommend that applicants refer to the information provided by the ADGM Employment Affairs Office [here](#). If applicants still wish to seek legal assistance, they must submit an application to the Scheme.

Who is eligible for Pro Bono Legal Assistance

11. Pro bono legal assistance under the Scheme is provided *only* to persons who:
 - (a) need legal assistance with a civil or commercial dispute or any other legal issue that falls within the jurisdiction of the Court; and
 - (b) do not have the financial means to pay for legal advice to assist them with their legal issue.
12. Eligible persons must certify that they do not have the financial means to pay for legal advice.

Application for Pro Bono Legal Assistance

13. To apply for pro bono legal assistance from the Scheme, applicants must complete and sign an Application for Pro Bono Legal Assistance (see **Annexure A**), published on the Court's website. The applicant must complete all sections of the application and provide the requested documents in support of the application. Failure to do so may result in its rejection or a delay in its review. The application and supporting documents must be submitted via the ADGM eCourts Platform at www.adgmcourts.com. In exceptional circumstances, the application may be submitted by email after consultation and agreement with the Court.
14. The information provided to the Scheme must be accurate to the best of the knowledge, information and belief of the person providing it.
15. The Scheme may terminate pro bono legal assistance at any time upon learning that the applicant made false or misleading statements in their application or while discussing their legal issue with any Scheme staff member or legal volunteer.
16. The Scheme requires up to 3 working days to review an application for pro bono legal assistance. If approved, the Scheme will refer the applicant to a legal volunteer for consultation via the Helpline.
17. It is at the absolute discretion of the Scheme as to whether an applicant is eligible for pro bono legal assistance. It is not a legal right to be offered pro bono legal assistance. The decision of the Scheme in this regard is final and is not subject to review.
18. An applicant who has been accepted for pro bono legal assistance ("pro bono client") will receive legal assistance in accordance with these Guidelines at no cost under the Scheme.

The Helpline

19. Pro bono legal assistance is provided by a legal volunteer via the Helpline.
20. If the application for pro bono legal assistance is approved, the Helpline will respond to the pro bono client with the name and contact details of a legal volunteer to arrange for the consultation. The volunteer will decide how the consultation shall take place, that is, by telephone or video conference.
21. Consultations with legal volunteers are restricted to no more than 60 minutes. The time allocated for a consultation may be extended by the legal volunteer, depending upon the circumstances of the matter.
22. Pro bono clients must have available all documents and information necessary for the legal volunteer to assist them during the consultation.

23. Pro bono clients must be available at the scheduled time to ensure they are ready to proceed with the consultation. Pro bono clients must provide sufficient notice to the legal volunteer if they are unable to keep the appointment and need to re-schedule the consultation.
24. Pro bono legal assistance is ordinarily restricted to a single consultation via the Helpline. However, a pro bono client may agree with the legal volunteer to a follow up consultation within the allotted time referred to in paragraph 21, or may submit a request to the Scheme for a follow up consultation by email to probono@adgmcourts.com. Any request to the Scheme must include the reasons for the follow up consultation. Depending on the circumstances, the Scheme may approve the pro bono client's request to contact and arrange a follow up consultation with the legal volunteer. It is at the absolute discretion of the Scheme to provide a follow up consultation. The decision of the Scheme is final and is not subject to review.

Translation services

25. All consultations will be conducted in the English language.
26. The Scheme does not provide translation services to pro bono clients.
27. Pro bono clients who are not well versed in the English language must have access to someone who can assist with translation during their consultation with the legal volunteer.

Withdrawal and termination of pro bono legal assistance

28. Pro bono legal assistance may be withdrawn at any time for reasons that include:
 - (a) the issue is not appropriate for pro bono legal assistance;
 - (b) pro bono legal assistance is no longer considered effective;
 - (c) the Scheme has, in the opinion of the Registrar of the Court, already provided a sufficient level of pro bono legal assistance to the pro bono client; or
 - (d) for any other reason deemed reasonable by the Registrar of the Court.
29. The pro bono client must notify the legal volunteer and the Scheme 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.
30. Failure to comply with paragraph 29 may result in the pro bono client being asked to pay the legal costs incurred under the Scheme.
31. Pro bono clients are expected to behave courteously, calmly and respectfully towards legal volunteers. Behaviour which is discourteous, aggressive or disrespectful towards volunteers or the Scheme 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 legal volunteer in the event of any such behaviour taking place.

Additional terms and conditions of pro bono legal assistance

- 32.** The following are additional terms and conditions in regard to the provision of pro bono legal assistance under the Scheme:
- (a) the Scheme 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 Scheme who is not licensed to provide legal advice does not constitute legal advice;
 - (c) a legal volunteer under the Scheme cannot provide pro bono legal assistance where there is a conflict of interest; and
 - (d) pro bono clients understand and agree that:
 - (i) pro bono legal assistance is brief and summary in nature;
 - (ii) pro bono legal assistance is ordinarily restricted to a single consultation via the Helpline;
 - (iii) consultations cannot be expected to last more than 60 minutes;
 - (iv) the Scheme or the legal volunteer has the right to end a consultation with a pro bono client at any time;
 - (v) consultation may or may not include assistance with document preparation or discussions with an opposing lawyer or party;
 - (vi) the Scheme staff and legal volunteers cannot provide comprehensive legal opinions, predict outcomes or provide second opinions;
 - (vii) the Scheme cannot accept requests to notarise documents (applicants can access notary public services in ADGM [here](#));
 - (viii) the Scheme cannot serve or accept service of documents;
 - (ix) 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 legal volunteer; and
 - (x) in the event that a written engagement letter (or similar arrangement) is entered into between the legal volunteer and the pro bono client, the pro bono legal assistance provided under the Scheme shall be deemed to have come to an end.
- 33.** 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 Scheme:
- (a) the Scheme 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 volunteers of the Scheme immediately;
 - (b) the Scheme provides advice only in respect of civil or commercial disputes or any other legal issues falling within the jurisdiction of ADGM Courts and governed by ADGM law;

- (c) I am seeking legal assistance in my own capacity and not on behalf of another. If I am sufficiently unable to speak, read or write in the English language, I will obtain help from a family member or friend who can translate on my behalf;
- (d) the advice provided by legal volunteers is not intended to replace or supplement legal advice obtained from outside the Scheme, particularly legal advice provided on a professional, paid-for basis. Volunteers in the Scheme will advise you at their discretion, including any decision to reject your request for assistance on the basis of a conflict of interest. The Scheme 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 legal volunteers is based on information believed by the volunteers 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 legal volunteers, their employers and/or ADGM including ADGM Courts and their agents, employees and representatives, for the acts and/or omissions of any volunteer who gives me advice in consultation under this Scheme, or in the course of any representation I may have under this Scheme. ADGM (including ADGM Courts) is not responsible in any way for the content or accuracy of the legal advice provided by the volunteer; and
- (g) any breaches of my obligations may, at the sole discretion of the ADGM Courts Registrar, lead to me being barred from using the Scheme. The ADGM Courts Registrar also reserves the sole discretion to reject any request for assistance.

Client information and Privacy

- 34. The Scheme and ADGM Courts will not disclose the personal data provided by a pro bono client, including their name or email address, to any third parties, except to legal volunteers, 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. For more information on how we handle your personal data, please refer to [ADGM's Privacy Policy](#).

Client feedback and complaints

- 35. To ensure the quality of its services, the Scheme may, from time to time, request feedback from pro bono clients on the quality of assistance provided.
- 36. Pro bono clients can communicate any complaints regarding pro bono legal assistance to the Scheme for investigation. Such complaints include any breach to these guidelines, denial, quality and manner of service.
- 37. If a pro bono client is not satisfied with the service provided by a legal volunteer, the pro bono client may request referral to another legal volunteer by sending the reasons of his dissatisfaction to probono@adgmcourts.com. The Scheme has absolute discretion in determining whether to refer the pro bono client to another legal volunteer.

ANNEXURE A

ADGM Courts Pro Bono Scheme Application for Pro Bono Legal Assistance

Information for Applicants

- Please read the ADGM Courts Pro Bono Scheme Guidelines before completing this application.
- Pro bono legal assistance under the ADGM Courts Pro Bono Scheme (the “Scheme”) is provided *only* to persons who:
 - need legal assistance with a civil or commercial dispute or any other legal issue that falls within the jurisdiction of the Court; and
 - do not have the financial means to pay for legal advice to assist them with their legal issue.
- Eligible persons must certify that they do not have the financial means to pay for legal advice or assistance.
- The advice given under the Scheme can only be in respect of disputes falling within the jurisdiction of ADGM Courts and governed by ADGM law.
- You must complete all sections of the application and provide the requested documents in support of your application. Failure to do so may result in its rejection or a delay in its review.
- The information contained in your application must be accurate. Please therefore complete the application to the best of your knowledge and belief and submit it via the ADGM eCourts Platform at www.adgmcourts.com. In exceptional circumstances, the application may be submitted by email after consultation and agreement with the Court.
- You will be notified of the outcome of your application within 3 working days of its submission. If approved, you will be referred to a legal volunteer for consultation via the Helpline.

Your Details	
Name	
Mobile number	
Email address	
Job title	
Job location	

Other party details (for example, this will be your employer or former employer if your enquiry concerns an employment dispute)	
Company name	
Company address	
If legally represented, name and contact details of lawyer	
[provide similar details for any additional parties]	

Your legal issue	
What is the topic of your legal issue (for example, employment, tenancy)?	
<p>Have you previously received any legal assistance regarding this issue?</p> <p>If so, please describe the assistance and when it was received</p>	
<p>Please provide a brief description of your legal issue, including:</p> <ul style="list-style-type: none"> the events leading to your legal issue; the current situation you are in because of your legal issue; and 	

Your legal issue	
<ul style="list-style-type: none"> what you want the outcome or solution of your legal issue to be. 	
Are you involved in any court proceedings relating to this issue?	
If yes, please provide the ADGM Courts case number	
Has the Court set a date for a hearing or any other deadline for the proceedings? If so, please provide that information	
Supporting documents	<p><u>Please attach copies of any supporting documents that relate to your issue</u></p> <p>For employment issues, please attach the following:</p> <ul style="list-style-type: none"> your employment offer letter your employment contract, including any amendments your UAE residence visa; your ADGM work permit; if relevant, pay slips and leave records any communications with your employer or former employer regarding your issue. <p>For tenancy issues, please attach the following:</p> <ul style="list-style-type: none"> your tenancy offer letter your tenancy agreement, including any amendments any communications with your landlord or former landlord regarding your issue. <p>For any other legal issue, please attach copies of any</p>

Your legal issue	
	<p><i>relevant supporting documents.</i></p> <p>For court proceedings, please attach all court documents filed in those proceedings.</p>

Financial circumstances	
<p>Are you employed? If yes, please state:</p> <ul style="list-style-type: none"> • the name of your employer, and • your monthly salary, including all allowances 	
<p>Do you have family members who depend upon you for financial support? If yes, please state the number and their relationship to you</p>	
<p>Please provide an estimate of your total monthly expenses</p>	

DISCLAIMER AND WAIVER

This section must be read and completed in full before any advice can be given under the Scheme

I, [full name] _____

of, [address] _____

certify that I understand and, in consideration of the services provided, agree to the following terms:

- a) The Scheme 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 volunteers of the Scheme immediately.
- b) The Scheme provides advice only in respect of civil or commercial disputes or any other legal issues falling within the jurisdiction of ADGM Courts and governed by ADGM law.
- c) I am seeking legal assistance in my own capacity and not on behalf of another. If I am sufficiently unable to speak, read or write in the English language, I will obtain help from a family member or friend who can translate on my behalf.
- d) The advice provided by volunteers is not intended to replace or supplement legal advice solicited from outside the Scheme, particularly legal advice provided on a professional, paid-for basis. Volunteers in the Scheme will advise you at their discretion, including any decision to reject your request for assistance on the basis of a conflict of interest. The Scheme will make all reasonable efforts to find someone to advise you, but there may be occasions when no volunteer can be found.
- e) The advice provided by volunteers is based on information believed by the volunteers 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 volunteers, their employers and/or ADGM including ADGM Courts and their agents, employees and representatives, for the acts and/or omissions of any volunteer who gives me advice in consultation under this Scheme, or in the course of any representation I may have under this Scheme. ADGM (including ADGM Courts) is not responsible in any way for the content or accuracy of the legal advice provided by the volunteer.

DISCLAIMER AND WAIVER

This section must be read and completed in full before any advice can be given under the Scheme

- g) Any breaches of my obligations may, at the sole discretion of the ADGM Courts Registrar, lead to me being barred from using the Scheme. The ADGM Courts Registrar also reserves the sole discretion to reject any request for assistance.

Signed

Dated

PRIVACY NOTICE

The Scheme and ADGM Courts will not disclose the personal data provided by a pro bono client, including their name or email address, to any third parties, except to legal volunteers, 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.

For more information on how we handle your personal data, please refer to [ADGM's Privacy Policy](#).