



LEGAL AND MEMBER SERVICES

A MEMBERS' CHARTER

On 20 November 2010 the ATL Defence Committee agreed this revised version of the Member's Charter. On 11 December 2010 the ATL Executive Committee passed the following rule change which had been approved and agreed by the Rules and Procedure Committee on 12 November 2010:

Rule 6.9

"Members' Charter"

The Executive Committee, or a sub-committee of the Executive Committee with delegated powers, shall have the power to establish, alter or change the conditions for the provision of support:

- i) to members in their employment;
- ii) to members and their families in cases of Personal Injury through the Association's appointed solicitors.

6.9.a A Members' Charter outlining the conditions under which support may be granted to members will be deemed to be accepted by the member, unless the member refuses to accept the terms of the Members' Charter in writing.

6.9.b The conduct of members seeking assistance who do not follow the terms and conditions for providing support as set out in the Members' Charter may lead to a suspension or discontinuation of support.

Definitions

For the purposes of this Members' Charter:

"**ATL**" includes the officers, elected Members and employees of the Association of Teachers and Lecturers.

"**Case**" means the Member's Case referred to ATL, about which the Member seeks advice and in respect of which the Service is made available. It includes Court and Employment Tribunal proceedings.

"**Member**" means a standard, standard support or individual affiliated member of the Association of Teachers & Lecturers.

"**The other party**" includes the Member's employer and the party or parties against whom a Case is threatened or brought.

"**Settlement Offer**" means any offer to settle the Member's Case which may be an offer of financial settlement or any offer and includes any situation whereby the Case may be concluded or disposed of generally or without further financial liability on either side and which may include terms relating to confidentiality, publicity or other appropriate matters.

"**The Service**" means ATL's casework and legal assistance service according to which ATL provides support in its absolute discretion to Members who seek assistance with matters arising from their employment under the terms of the Members' Charter.

Introduction

1. At its office in London, ATL has an in-house team of legal staff, a team of member advisors and specialists in particular education sectors. It also has a nationwide network of Senior Regional Officials, Regional Officials and other caseworkers who assist Members locally. ATL has offices in Belfast, Edinburgh and Cardiff with caseworkers supporting these offices.
2. The Member agrees that s/he will treat ATL with dignity and respect. ATL will reciprocate. The Member will at all times maintain honesty in her or his dealings, including with the Court or Employment Tribunal, ATL, experts, Counsel, witnesses and those representing the other party or any party defending legal proceedings.
3. The Service is provided at ATL's absolute discretion to its Members if they seek assistance with any matters arising during the course of their employment.
4. It is an absolute condition of receiving the benefit of the Service that the Member must abide by the Members' Charter at all times.
5. A Member to whom the Service is made available agrees to abide by any requirement of confidentiality or other restrictions as to publicity which may be imposed by the signing of an agreement or by ATL.
6. A Member to whom the Service is made available also agrees that ATL may consider publicising the outcome of the Case, with the agreement of the Member.

General Principles

7. Responsibility for decisions concerning the terms or provision of the Service lies with the Defence Committee of ATL. Details of the role of the Defence Committee are contained in the Association's publication, "Legal Advice and Professional Help", which explains the help available to Members. A copy of this publication can be obtained by the Member from ATL. The Defence Committee may delegate its powers and responsibilities in relation to the Service to its Chairman (and, in the absence of the Chairman, the Vice Chairman) or to staff at ATL. There is no right of appeal against decisions of the Defence Committee but the Committee may re-examine decisions if new information is provided.
8. The Member benefiting from the Service must respond to correspondence from ATL promptly and generally within two weeks, or sooner if requested. Failure, without good reason on the part of the Member, to provide information or respond to communications within the requested time limits may lead to ATL withdrawing support for the Case.
9. The Member agrees:-
 - 9.1 to co-operate fully in making and keeping appointments with ATL and others (including medical appointments).
 - 9.2 to make available to ATL, the other party and their advisers any relevant personal and other records which may be essential to the Case.
 - 9.3 to attend all hearings and meetings, including a full Court or Employment Tribunal hearing if the Case proceeds to this stage, unless there is a justifiable reason for non-attendance e.g. illness. If the Member fails to attend a hearing or meeting for a reason which ATL considers to be unjustified, support may be withdrawn.
 - 9.4 that any information provided to ATL for the purposes of the Case may be disclosed to the Defence Committee.
 - 9.5 to co-operate fully in response to all reasonable requests concerning any preparation required in the course of the Case.
10. The Member agrees to pay the expenses s/he incurs in attending meetings, hearings and appointments which are required to be held for pursuing the Member's Case unless:
 - 10.1 ATL calls a meeting with the Member; or

10.2 there is exceptional hardship in which event ATL may, in its discretion, meet the expense.

11. The Member must ensure that all information provided in connection with the Case is full and accurate. Where a Member knowingly provides false or misleading information or the information required is not provided, ATL may withdraw the Service.
12. ATL reserves the right to require a Member to communicate directly with ATL and not through a third party (e.g. the Member's spouse), unless in exceptional circumstances.
13. The cost of second opinions requested by the Member, whether legal, medical or otherwise, must be met by the Member. Only in exceptional circumstances may ATL, in its discretion, fund the cost of a second opinion with prior approval by ATL.
14. ATL will continue to make the Service available if the matter occurred during a period of paid up standard, standard support or individual affiliated membership, and the member is in continuing membership, which includes retired membership, and the matter is not a pre-existing issue.
15. The Member is free at any time to seek advice elsewhere and/or to instruct other lawyers/advisers of their choice and at their own expense. However, ATL will not continue to advise the Member if they have instructed their own lawyers/advisers.
16. Under no circumstances will ATL pay costs incurred in employing an external lawyer/adviser without prior authority. Such authorisation will be granted only in exceptional circumstances and at the discretion of the Defence Committee.
17. If the Service is withdrawn at any stage the decision of the Defence Committee will be notified to the Member by ATL in writing. The Defence Committee may in its discretion consider the Member's views if there is a disagreement concerning withdrawal or if new information comes to light. The Member will be advised that s/he can make written representations to the Defence Committee.
18. Decisions made by the Defence Committee may be reviewed at any time, especially if new information comes to light.

Employment Tribunals and Court Proceedings

19. The Service is funded by the Members' subscriptions. Any decisions made concerning

support of a particular claim take into account not only the prospects of success of the claim itself, but also the interests of the membership as a whole. Subject to paragraph 5, claims will be supported where the prospects of success appear reasonable i.e. where the prospects of success are greater than 50%. These prospects are reviewed throughout the course of a Case and if the prospects of success diminish (usually because new information comes to light) support may be withdrawn. Please note that each Case is dealt with on an individual basis. It should also be noted that ATL does not support all claims.

20. When accessing the Service, the Member will be required to provide full information and documentation relating to the case promptly and within any deadlines requested by ATL, as there are usually strict time limits for commencing legal action. After the case is assessed a decision will be made as to whether the Service will be made available to the member.
21. During the period that the Service is provided in relation to Employment Tribunals and Court Proceedings, ATL will indemnify the Member in respect of the costs of:-
 - 21.1 any solicitors instructed to act on the Member's behalf with ATL's authority
 - 21.2 any barrister instructed by ATL
 - 21.3 any expert or agent instructed by ATLThe indemnity will cease immediately on withdrawal of the Service.
22. ATL will advise the Member on any offer of settlement. In giving advice, ATL will have due regard to the interests of the Member and of ATL, including the cost to ATL of refusal. If the Member refuses to accept ATL's advice regarding an offer of settlement, the case will be referred to the Defence Committee for a decision on whether the Service should continue or be withdrawn.

23. Once court proceedings have been issued they can be discontinued before trial only if a settlement with the other party is reached. In some cases this may only be possible if the other party's own legal costs and expenses (legal costs) are paid. In considering Settlement Offers ATL will have regard to its potential liability for legal costs and expenses.
24. Employment tribunal proceedings may be issued and may be withdrawn without settlement. This may occur, for example, when it becomes apparent that there are not reasonable prospects of success and there is no possibility of a settlement.
25. Generally the Service will not be withdrawn unless:
 - 25.1 ATL is of the opinion that the prospects of success are less than 50%
 - 25.2 where relevant, it appears unlikely that any judgment will be enforceable
 - 25.3 it appears that the Member has knowingly given false or misleading information
 - 25.4 the total costs of pursuing the Case appear likely to be disproportionate to the likely benefit
 - 25.5 the Member fails to co-operate or to communicate promptly or properly with ATL or any third party involved in progressing the Case
 - 25.6 the Member breaches his or her obligations or otherwise behaves unreasonably. Such behaviour includes disrespectful conduct.