



## **Minimum Criteria for Full Membership of the Law Centres Federation**

*The Law Centres Federation trades as the Law Centres Network, herein referred to as the Law Centres Network (LCN)*

A Law Centre® must:

1. Operate as a registered charity.
2. Serve a defined geographical community or community of interest.
3. Employ at least two persons authorised to conduct reserved legal activities as per the LSA 2007.
  - 3.1 One person must be a Senior Solicitor;
  - 3.2 There must be capacity at all times to provide deputised cover for the Senior Solicitor;
  - 3.3 The Senior Solicitor:
    - 3.3.1 Must have a current practising certificate;
    - 3.3.2 Must be a [lawyer](#) and has practised as such for a minimum of three years; and
    - 3.3.3 Supervise the work undertaken by the Law Centre in accordance with the relevant Solicitors Regulation Authority rules from time to time in place.
4. Ensure that the Centre operates in a way which complies (allows all lawyers to comply) with the relevant requirements as set out by the Solicitors Regulation Authority and other appropriate regulatory bodies including CILEX Professional Standards and the Bar Standards Board.
5. Adopt the Law Centre Approach which is:
  - [Value Driven](#) - Law Centres are guided in all we do by our core values of integrity, equality, respect, independence, and justice. These values frame our work and the way we work with others.
  - [Working Within Communities](#) - Law Centres are based in and run by the communities they represent. This community involvement is at the heart of all Law Centre governance and ensures that services are built from the ground up and not the top down. Marginalised communities and those closest to the problems are our partners in finding and implementing solutions.

- [Working with Those Most in Need](#) - Law Centres provide legal services based on need and not on ability to pay. We design legal services with and for the most vulnerable and excluded people in society.
  - [Challenging the Status Quo](#) - Law Centres fight for people's rights, regardless of the political or financial impact of doing so. We are fiercely independent and hold government (central and local) to account for its actions and for the decisions it takes. We never compromise our core values and belief in social justice.
  - [Working Together](#) - Individual Law Centres have impact beyond their size and funding. Working together in collaboration as part of the Law Centres Network achieves even greater impact. We know that long-lasting social change requires systemic thinking, joint investment in outcomes, cross-sector approaches and partnerships.
6. Commit to working in collaboration with other Law Centres and with LCN.
  7. Implement policies, procedures and practices as set out in the Membership Agreement that demonstrate a commitment to Law Centres' [Principles](#) (below) and as amended at General Meetings of Law Centres from time to time.
  8. Law Centres Principles
    - [Human rights and equality before the law](#) are essential to a fair and just society. This is only possible if each person, regardless of their means, can access reliable and independent legal assistance to challenge injustice
    - [People deserve to live with dignity](#). We aim to be empathetic and respectful at all times, and to tailor our assistance according to the specific circumstances of the person
    - [Treating people with respect](#) is essential to our relations with our clients. We are committed to creating an environment where people can understand their rights and options and engage in legal processes concerning them
    - [Independence](#) from external influence or control is key to fostering trusting relationships. It also ensures that we are free to champion the rights of those we serve and the cause of access to justice
    - [Challenge systemic injustices](#). Our users face systemic injustices, we challenge these by raising awareness of rights, intervening early where possible, pursuing cases to just outcomes, campaigning for social justice and influencing social policy.
  9. Not be in breach of the Membership Agreement.
  10. Commit to and comply with the LCN Membership Agreement.



## Membership Agreement

### Preamble

This Membership Agreement outlines the terms of reference for the collaborative work of Law Centres and the Law Centres Network (LCN). The terms of reference outlined below are designed to enable LCN to carry out the functions determined by its members in the interests of their communities.

The Law Centres Network is the representative body for Law Centres established to serve as the coordinating body and collective voice of Law Centres (LCs). It strives for a just and equal society where everyone's rights are valued and protected. LCN supports Law Centres across the UK to use the law as a tool for change and their legal expertise to defend the rights of people in their communities; to represent Law Centres with government and national forums; to help maximise Law Centres' potential as sustainable organisations; to extend best practice among Law Centres; and, to initiate new services for disadvantaged and vulnerable groups.

Through the LCN, Law Centres come together to support and sustain each other, collaborate on joint projects, advance their shared interests with other Law Centres and extend their impact.

### 1. The Aims and Objectives of the LCN

Each member Law Centre, its trustees, employees and volunteers agrees to abide by the objects of the Law Centres Network as set out in the Articles of Association (as amended from time to time).

Each member agrees to abide by decisions reached in accordance with its Articles of Association as they relate to the member and are carried out by the LCN governing body, namely the Executive Committee.

In furtherance of these aims and decisions, members undertake to collaborate with other Law Centres and the LCN, as specified in this Membership Agreement.

### 2. Membership

The conditions for membership of the Law Centres Network are full compliance with the LCN Membership Criteria and with this Membership Agreement.

### 3. LCN Policies

Each member agrees to operate within the terms set out in the LCN Membership Agreement and in any binding resolutions resulting in policy decisions from time to time agreed by a General Meeting of the LCN. A master copy of resolutions and policy decisions will be maintained and will be

available on request from the LCN main office. LCN undertakes not to introduce any new mandatory policies or make substantial changes to existing policies without (a) consulting with all members, allowing a reasonable time for responses, and (b) carefully considering all responses received and (c) taking into account any cost implications.

#### **4. Services to Clients**

Each member undertakes that the services it provides to its clients are independent and are based on the needs of the community which it serves. Each member must seek to secure the necessary resources and use them in the most effective way to further the aims of the service, to meet the needs of the community to which it is accountable.

#### **5. Commitment to Quality**

Each member commits to the provision of a quality service. Each member must have Lexcel or SQM accreditation, whether or not the Law Centre holds a legal aid contract.

#### **6. Commitment to Regulatory Compliance**

Law Centres are regulated as Companies, Charities and Legal Practices. Those that hold legal aid contracts, provide immigration advice and/or financial advice are subject to additional regulatory frameworks. Each member is required to be fully compliant at all times with all relevant regulatory frameworks.

#### **7. National Professional Indemnity Insurance Scheme**

Members must join LCN's national Professional indemnity Insurance Scheme.

#### **8. Annual Subscription Fees and LCN Services**

Each member agrees to pay an annual subscription fee to LCN on receipt of invoice within 2 months or apply for a fee waiver.

On receipt of invoice each member agrees to pay for products and/or services as agreed by Members in any binding resolution at General Meetings of the LCN.

A master copy of resolutions and agreed products and/or services will be maintained and will be available on request from the LCN main office. LCN undertakes not to introduce any new mandatory products and/or services or make substantial changes without (a) consulting with all members, allowing a reasonable time for responses, and (b) carefully considering all responses received and (c) taking into account cost implications.

The LCN Executive Committee, or a body nominated by it, has sole discretion for allowing temporary relief or fee waivers to members in particular financial circumstances. Outside of this relief facility, failure to pay member subscription fees including all additional fees for products and/or services such as Professional Indemnity Insurance will constitute a fundamental breach of this Membership Agreement.

## **9. Changes to Objects and Area of Benefit**

Each member will notify the LCN in advance of any planned change to its objects or its area of benefit.

Each Law Centre will serve a defined geographical community or community of interest in agreement and co-operation with adjacent Law Centres and in coordination with them, so as to minimise competition between Law Centres. The Law Centre will advertise its services in accordance with its arrangements with adjacent Law Centres.

## **10. Compulsory induction of key Law Centre trustees and key staff**

Each member agrees to inform LCN of changes to key trustees and staff (Chair, Treasurer, Manager/Director and Senior Solicitor) after appointment and in advance of commencement. The newly appointed key trustee or staff member must attend LCN training that provides necessary information and guidance about how to undertake key roles in a Law Centre. LCN will also put in place relevant ongoing support for the new appointee. Attendance at this training is a mandatory requirement of membership.

## **11. The Law Centre® Name**

The name 'Law Centre' is a registered trademark owned by LCN. Use of the Law Centre name is restricted to members of LCN that are in good standing.

Each full member must identify itself as a Law Centre and incorporate the Law Centres common brand identity and logo, to be displayed at all permanent service outlets where the Law Centre service operates, as well as on all letterheads and publications.

The LCN membership certificate and logo are valuable assets relating to all Law Centres. Any Law Centre which is found to have used the certificate or logo in a way that would reduce or damage public confidence in Law Centres, or damage the reputation of Law Centres, will lose the right to use the certificate and/or logo.

Any Law Centre change of name or adoption of a trading name must first be authorised by the LCN Executive Committee.

## **12. Participation and Conduct**

Participation in Law Centres Network events, discussions and meetings is required including attendance at one regional forum meeting per year and one LCN General Meeting per year.

Each member agrees to protect the good name of Law Centres and the LCN at all times. Each member will not take any action or engage in any conduct that damages the name or interests of Law Centres or the LCN. This includes provision of service that does not meet acceptable standards, unethical behaviour, poor employment practices, issuing misleading statements about Law Centres or the LCN in person or via social media, or any other conduct as

identified by the Executive Committee of LCN that risks bringing Law Centres into disrepute.

A member found to be in breach of the terms set out in this Membership Agreement and related documents shall be subject to Paragraph 15.

### **13. Support to Comply with the Membership Agreement**

LCN will provide information, guidance, support and services (as set out in Appendix 2) to members to assist them to comply with the Membership Criteria and Membership Agreement. LCN will ensure that all engagement with any Law Centre be treated confidentially.

### **14. Complaints**

Member complaints about LCN are to be discussed in LCN General Meetings, held in accordance with the Articles of the Company for the time being. LCN Executive Committee, members and staff will take complaints seriously and deal with the problem quickly. LCN will ensure that:

- Complaints from members are routed to the person who can deal with the issue effectively
- Feedback is given to the complainant on how the complaint will be dealt with
- LCN will analyse the complaints received in order to improve the delivery of services in the future

Complaints by one member about another member will be handled by the LCN Executive Committee with the help of LCN staff. Members agree that LCN is the arbiter of binding dispute resolution between Law Centres.

Complaints by Law Centre clients about a member will be handled by the Law Centre itself and/or by the relevant professional body.

If the Executive Committee of LCN is made aware of a serious ongoing complaint about a Law Centre, LCN Director will contact the Chair of the Law Centre for an explanation of the action taken to address the complaint. If the Executive Committee is not satisfied by the explanation provided and action taken, the member will be considered to be in breach of Paragraph 12 of the Membership Agreement and will then be subject to Paragraph 15.

### **15. Suspension and Termination**

Any Centre which fails to comply with these conditions may have membership suspended or terminated. If it becomes clear to the Executive Committee (through reports or otherwise) that a Law Centre is failing to comply with the conditions, then the LCN Director will be directed to discuss the situation with the Centre (and directly with the Centre trustees where necessary) and will agree whether a temporary dispensation is appropriate. If it is clear to the Director that the failure to meet the conditions is unlikely to be either temporary or acceptable then a report will be prepared for the Executive Committee (EC), setting out the details of the non-compliance and the Director's recommendations.

That report will be sent to the Law Centre, which will be given a reasonable period (not more than 28 days) to prepare and submit a response. Both documents will then be sent to the Executive Committee which will decide what steps should be taken. The Executive Committee may take such steps as it considers as appropriate (short of terminating membership). This may include placing additional conditions on the Centre's membership; setting a period for the Centre to cease acting in breach; or suspending membership. If the Executive Committee, either at this stage or after the expiry of any period for remedial action, considers that the Centre's membership should be terminated, then the Executive Committee will prepare a report and recommendation to the Members and, if necessary, seek to call a General Meeting to allow the Membership to determine the issue. The Executive Committee may decide whether the Law Centre's membership is suspended pending any such Membership decision.

The Executive Committee also reserves the right to inform other organisations including local authorities, the Legal Aid Agency or the Ministry of Justice of such termination and the reason for it.

## **16. Guarantee**

All members agree to meet the guarantee (being **£1**) as required by LCN's Articles of Association.

Signed on behalf of [  
Signature:  
Name:

] Law Centre  
Position: **Chair**  
Date

## Appendix 1:

### Law Centres Annual Return

1. Copy of the Annual Report (if separate from the annual accounts)
2. Provide data as requested by LCN. This may cover number clients, number of cases undertaken, public legal education work, strategic litigation, case studies and / or awards received.
3. Annual accounts audited or examined as required by the Charities Act 2011 (if not submitted to the Charity Commission)

## Appendix 2:

### LCN Support and Services Provided to Law Centres to assist them to comply with the Membership Agreement

1. LCN will be available to provide guidance and fundraising assistance to each member.
2. LCN will be available to provide templates, guidance and assistance to each member so that it can comply with Lexcel and / or other regulatory requirements.
3. LCN will be available to provide guidance and assistance to each member so that it can comply with the LCN Membership Agreement.
4. LCN will provide the logo, electronic stationery and assistance with branding to each member.
5. LCN will provide training free of charge to newly appointed key trustees (chair or treasurer) and staff (manager/director, senior solicitor). The training will provide necessary information and guidance about how to undertake key roles in a Law Centre. LCN will also put in place relevant ongoing support for the new appointee.
6. LCN may charge fees for services it provides to Law Centres. LCN will provide all Law Centres with an up-to-date list of services for which a fee is payable. Prior to the provision of a service the Law Centre will be informed if a fee applies and the Law Centre will be required to consent to payment of the fee.