

Plastics Treaty Legal Advisory Service – User Terms and Conditions

NOTE: The following sets out the terms for use of the Plastics Treaty Legal Advisory Service. Requests for advice or support by any User to the Service constitutes acceptance by that User, without limitation, of these Terms.

About us

1. The 'Plastics Treaty Legal Advisory Service' ("Service") is coordinated and represented by:
 - Lexbridge Lawyers Pty Ltd (ABN 74 606 100 332) (www.lexbridgelawyers.com);
 - Monash University Law Faculty (ABN 12 377 614 012) (www.monash.edu); and
 - World Wide Fund For Nature Australia (ABN 57 001 594 074) (www.wwf.org.au).
2. The Service provides advice to support the negotiation of the Plastics Treaty (under UNEA Resolution 5/14) for delegations without adequate access to legal support.

Eligibility

3. The Service is available to:
 - States on the list of the Least Developed Countries (LDCs);
 - States that are a member of the Small Island Developing States (SIDS) group;
 - States that are a Pacific Member of the Secretariat of the Pacific Regional Environment Programme (SPREP); and
 - any other States and organisations at the discretion of the Service ("User").

Scope

4. The Service provides advice on matters that are directly related to negotiation of the Plastics Treaty ("Advice"), including:
 - briefings on important/strategic legal issues arising in the context of the treaty negotiations;

- legal interpretation and implications of proposals/draft treaty text;
- assistance in drafting of treaty proposals/text; and
- procedural matters.

5. The Service provides Advice in a range of areas, including under public international law (for example treaty law, international environment law and trade law). The Advice is intended as a general guide to the relevant law. Neither the Advice nor any other response provided by the Service constitutes any legal advice.
6. The Service are not able to provide Advice on negotiation strategy or policy matters. The Service may decline to provide, or continue to provide, particular advice at its discretion, for example, if no relevant expertise is available.

Costs

7. The Service provides Advice on a pro bono basis to Users, and the Users shall not compensate the Service for its professional fees in connection with the Advice.

Conduct

Requests and responses

8. Requests for written Advice must be sent to enquiries@plasticstreatylegal.info and must include:
 - the question to be answered;
 - any relevant context/background to the question;
 - whether the Advice is to be kept confidential; and
 - preferred response time.
9. Requests may be sent during and between negotiating conferences and may be withdrawn at any time.
10. Responses will be delivered to requesting email addresses.
11. Advice is provided to Users by the Service. The Service has established a network of legal advisers (legal practitioners and academics) with relevant expertise to support provision of the Service (Legal Network Participants). No lawyer-client relationship is formed between Users and Legal Network Participants.

12. A small delegation from the Service will be present at negotiating conferences and can be contacted via enquiries@plasticstreatylegal.org.

Standards and liability

13. The Service will use best efforts to apply professional skill and diligence in providing Advice to Users. However, any Advice will be general in nature and provided for information purposes only in the context of the negotiations. Users accept any consequences of relying on such Advice.
14. Users will not bring any claim against the Service or any Legal Network Participant in relation to the provision of Advice, materials or other support by the Service. To the full extent permitted by law, the Service and any Legal Network Participants will not be liable to Users of the Service for any direct or indirect loss incurred as a result of Advice, materials or other support provided by the Service, including for negligence or breach of contract.

Response times

15. The Service aims to provide a response within 24 hrs during negotiating conferences. We will aim to meet preferred response times of Users between conferences.

Languages

16. Advice for the first negotiating conference is available in English only. The Service will endeavour to support additional UN languages at future conferences.

Confidentiality and sharing of Advice

17. Advice will be kept confidential on the written request of Users of the Service (subject to any legal requirements). If no such request has been made, we may fully de-identify Advice and share it with other Users of the Service or publicly in order to maximise effectiveness of the Service.
18. A User may share advice provided by the Service, including with its negotiation groupings (for example, SIDS, LDCs, AOSIS, AU, GRULAC, SPREP).

Sanctions and counter-terrorism laws

19. Users of the Service warrant and represent that they are not subject to any sanctions or a member of any listed terrorist organisation under Australian or international law. The Service cannot provide Advice to such Users.

Independence and conflicts of interest

20. The Service will use its best endeavours to remain independent and impartial, and to avoid any conflicts of interest. No duties regarding conflicts of interest apply between a Legal Network Participant and a User and if any such duty arises, Users agree to waive such conflicts.

Privacy

21. The Service will take reasonable steps to protect any personal information provided to us and will only use such information for the purposes of the Service, subject to any legal or regulatory requirements.

General

22. Any disputes in relation to the application, interpretation or implementation of these Terms will be resolved in good faith solely through consultation and negotiation, without recourse to any court or tribunal or any other third party.
23. The Service may amend these Terms by providing notice to Users at any time.
24. Any provision of these Terms that is illegal, void or unenforceable is only ineffective to the extent of that illegality, voidness or unenforceability, without invalidating the remaining provisions.
25. The Service may terminate these Terms to one or more Users at any time by written notice to such Users. A User may terminate these Terms by written notice to the Service.
26. Terms regarding confidentiality, privacy, liability and disputes will survive termination.

All enquiries to the Service can be sent to enquiries@plasticstreatylegal.info.

Issued on behalf of the Service by Lexbridge Lawyers, Monash University Law Faculty and World Wide Fund For Nature Australia.