

INFORMATION FOR CLIENTS

Set out below is the information required by the Rules of Conduct and Client Care for Lawyers of the New Zealand Law Society ("Law Society").

1. Disbursements: You authorise us to deduct from any funds held on your behalf disbursements we incur on your behalf, being payments to third party service providers, at cost (e.g Land Information New Zealand "LINZ ", Court Filing Fees, Courier Fees, Accountants and otherwise) as they arise in the ordinary course of managing your matter without providing you with a dated invoice.

2. Fees: The basis on which fees will be charged is set out in my letter of engagement. When payment of fees is to be made is set out on my Terms of Trade.

Disbursements paid by deduction: You authorise us to deduct from any funds held on your behalf disbursements we incur on your behalf as they arise in the ordinary course of managing your matter without providing you with a dated invoice immediately.

Fees paid by deduction: You authorise us to deduct our fees calculated in accordance with our Terms of Trade from any funds held on your behalf in respect of which we will provide you with a dated invoice immediately.

3. Trust Account: We maintain a trust account with ASB Bank Limited for all funds which we receive from you and other clients (including monies received for payment of our invoices).

We are obliged under Section 114 of the Lawyers and Conveyancers Act, 2006 where practicable to place client monies held on behalf, on interest bearing deposit.

* You authorise me **not** to put these funds on interest bearing deposit, except at our discretion, for the purposes of section 114 of the Lawyers and Conveyancers Act 2006. You also agree that if the funds are placed on interest bearing deposit I am not responsible for obtaining the best interest rate available or for any loss you may suffer as a result of any delay placing funds on interest bearing deposit.

* If monies are placed on interest bearing deposit at our discretion this can only be done once AML/CFT has been completed and the appropriate FATCA/CRS certification forms have been properly completed and you have signed any self certification we or our Bank require.

*You also irrevocably consent to the disclosure of your information relating to those funds that are or will be held on interest bearing deposit to the IRD and bank maintaining those funds.

* In the case of estates additional administration may be required such as obtaining an IRD number, filing an estate tax return and financial statements and subsequently filing an inactive declaration with IRD as a result of the estate deriving income.

4. Professional Indemnity Insurance: I hold professional indemnity insurance that meets or exceeds the minimum standards specified by the Law Society. I will provide you with particulars of the minimum standards upon request.

5. Lawyers Fidelity Fund: The Law Society maintains the Lawyers Fidelity Fund for the purposes of providing clients of lawyers with protection against pecuniary loss arising from theft by lawyers. The maximum amount payable by the Fidelity Fund by way of compensation to an individual claimant is limited to \$100,000.00. Except in certain circumstances specified in the Lawyers & Conveyancers Act 2006 the Fidelity Fund does not cover a client for any loss relating to money that a lawyer is instructed to invest on behalf of the client.

6. Complaints: I maintain a procedure for handling any complaints by clients, designed to ensure that a complaint is dealt with promptly and fairly.

You are requested to adopt the following process:

(a) In the first instance, please make your complaint to the Principal of the firm, Alison Green. It is preferred that the complaint be in writing. A written complaint will always receive a written response.

(b) In the event that you are unhappy with the outcome then please refer your complaint to one of the following practitioners:

- (i) Michael Cochrane at Cochrane Law
- (ii) Melissa Bourke at Innes Dean
- (iii) Mark Dobson at Wadham Partners
- (iv) Paul Lyall at Paul Lyall Lawyer
- (v) as nominated by me.

All of their phone numbers and addresses are provided in the telephone book. Those practitioners will mediate.

(c) The Law Society also maintains a complaints service and you are able to make a complaint to that service - New Zealand Law Society, P O Box 5041, Wellington 6145, telephone 0800 261-801.

7. Persons responsible for the work

The names and status of the person or persons who will have the general carriage of or overall responsibility for the services I provide for you are set out in my letter of engagement.

8. Client care and service

The Law Society client care and service information is set out below:

Whatever legal services your lawyer is providing, he or she must:

- Act competently, in a timely way, and in accordance with instructions received and arrangements made.
- Protect and promote your interests and act for you free from compromising influences or loyalties.
- Discuss with you your objectives and how they should best be achieved.
- Provide you with information about the work to be done, who will do it and the way the services will be provided.
- Charge you a fee that is fair and reasonable and let you know how and when you will be billed.
- Give you clear information and advice.
- Protect your privacy and ensure appropriate confidentiality.
- Treat you fairly, respectfully and without discrimination.
- Keep you informed about the work being done and advise you when it is completed.
- Let you know how to make a complaint and deal with any complaint promptly and fairly.

The obligations lawyers owe to clients are described in the *Rules of Conduct and Client Care for Lawyers*. Those obligations are subject to other overriding duties, including duties to Courts and to the justice system.

If you have any questions, please visit www.lawyers.org.nz or call the New Zealand Law Society on (04) 472-7837.

9. Limitations on extent of my obligations and liability

Any limitations on the extent of my obligations to you or any limitations or exclusion of liability are set out in my letter of engagement and or terms of trade.