

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. **Fees:** the basis on which fees will be charged is set out in our letter of engagement. When Payment of fees is to be made is set out in our Standard Terms of Engagement. We may deduct from any funds held on your behalf in our trust account any fees, expenses, or disbursements for which we have provided an invoice.
2. **Professional Indemnity Insurance:** We hold current Professional Indemnity Insurance which meets the minimum standards from time to time specified by the New Zealand Law Society. The limit of the Professional Indemnity Insurance is \$5,000,000.00 per transaction.
3. **The 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 Lawyers Fidelity Fund by way of compensation to an individual claimant is \$100,000.00. Except in certain circumstances specified in the Lawyers and Conveyancers Act 2006 the Lawyers Fidelity Fund does not cover a client for any loss relating to money that a lawyer is instructed to invest on behalf of a client.
4. **Complaints:** We maintain a procedure for handling complaints by clients, designed to ensure that a complaint is dealt with promptly. If you have any complaint at all about our service, please raise it with the sole Director, Janice Forsyth. If you do not wish to refer your complaint to Janice, or you are not satisfied with that Janice's response, you may refer your complaint to the New Zealand Law Society by writing to PO Box 105, Taranaki Mail Centre, New Plymouth 4340.
5. **Persons Responsible for the Work:** The names and status of the person(s) who will have the overall responsibility for the services we provide for you are set out in our letter of engagement.
6. **Client Care and Services:** 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 interest 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 the 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 the courts and the justice system. If you have any questions, please visit www.lawyers.org.nz or call 0800 261 801.

7. **Limitations on extent of our Obligations or Liability:** We will be relying on the completeness and accuracy of information provided to us by you or on your behalf, including documents, information authorities or consents and on the completeness and accuracy of information provided to us by other lawyers and other professionals (eg. Surveyors, valuers) and central and local government agencies (eg, the Land Transfer Office, the Council rates office) for us to perform our legal services. We will not be responsible or liable for the consequences of our acting on such information, if subsequently found to be incomplete, inaccurate, or misleading or the consequence of any delay or failure in the provision to us of any documents, information authorities or consents.

We have duties under the law relating to taxation. Those duties override any duty we have to you, and we will not be responsible or liable for the consequences of or acting in accordance with those duties.

We are not responsible for providing you with taxation advice in relation to the matters in respect of which we act for you unless you have expressly sought such advice from us in relation to the matter.

Our acting for you on a matter finishes once your instructions are completed. Thereafter, we have no obligation to provide further services in respect of that matter, nor alert you to subsequent changes of the law.

