

## Information for Clients

To comply with the New Zealand Law Society Rules of Conduct and Client Care, we are required to provide you with the following information.

### 1 Fees

- 1.1 The basis on which fees will be charged is set out in our Engagement Letter and Terms of Business.
- 1.2 The Terms of Business set out when payment of fees is to be made.
- 1.3 We may deduct any fees, expenses, or disbursements for which we have provided an invoice from any funds held on your behalf in our trust account.

### 2 Client care and service

- 2.1 Whatever legal services we are providing, we must:
  - a act competently, in a timely way, and in accordance with instructions received and arrangements made;
  - b protect and promote your interests and act for you free from compromising influences or loyalties;
  - c discuss with you your objectives and how they should best be achieved;
  - d provide you with information about the work to be done, who will do it, and the way in which the services will be provided;
  - e charge you a fee that is fair and reasonable, and let you know how and when you will be billed;
  - f give you clear information and advice;
  - g protect your privacy and ensure appropriate confidentiality;
  - h treat you fairly, respectfully, and without discrimination;
  - i keep you informed about the work being done and advise you when it is completed; and
  - j let you know how to make a complaint, and deal with any complaint promptly and fairly.
- 2.2 The obligations lawyers owe to clients are described in the Rules of Conduct and Client Care. Those obligations are subject to other overriding duties, including duties to the courts and to the justice system.
- 2.3 If you have any questions, please visit [www.lawsociety.org.nz](http://www.lawsociety.org.nz) or call the New Zealand Law Society on 0800 261 801.

### 3 Persons responsible for the work

- 3.1 The name and status of the person or persons who will have the general carriage of, or overall responsibility for, the services we provide for you will be set out in the Engagement Letter sent to you at the beginning of each new matter.

#### **4 Professional indemnity insurance**

- 4.1 We hold professional indemnity insurance that meets or exceeds the minimum standards specified by the New Zealand Law Society. We will provide you with particulars of the minimum standards upon request.

#### **5 Limitations on extent of our obligations or liability**

- 5.1 Any limitations on the extent of our obligations to you or any limitation or exclusion of liability are set out in the Engagement Letter or the Terms of Business.

#### **6 Lawyers Fidelity Fund**

- 6.1 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. 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 except in certain circumstances specified in the Lawyers and Conveyancers Act 2006.

#### **7 Complaints**

- 7.1 We maintain a procedure for handling any complaints by clients, designed to ensure that a complaint is dealt with promptly and fairly.
- 7.2 If you have a complaint about our services or charges, you may refer your complaint to the partner who has overall responsibility for your work.
- 7.3 If you do not wish to refer your complaint to that partner, or you are not satisfied with their response to your complaint, you may refer your complaint to the Chief Executive.
- 7.4 The Law Society also maintains a complaints service, and you are able to make a complaint to that service. To do so, you should contact the Law Society at P O Box 5041, Wellington 6145, email [complaints@lawsociety.org.nz](mailto:complaints@lawsociety.org.nz), or telephone 0800 261 801.