

GENERAL INFORMATION FOR CLIENTS

As required by the Lawyers: Conduct and Client Rules 2008, I provide you with the following information.

1. Fees

The basis on which fees will be charged and when payment of fees is to be made is set out in my attached terms of engagement.

2. Professional indemnity insurance

I hold personal indemnity insurance that meets minimum standards specified by the Law Society.

3. Money and Lawyers Fidelity Fund (no cover)

I am a Barrister and as a result I am not permitted to hold client funds

If it is necessary for you to make payments in advance, whether to cover disbursements (including fees for experts or other services) or my fees, I can make arrangement for these to be held in the trust account of a law firm or other authorised organisation. You will be required to accept standard terms and conditions with that firm or organisation in relation to the arrangement. The Lawyers Fidelity Fund does not provide any cover in relation to me or any other barristers.

If money has been deposited into an instructing solicitor's trust account then you authorise me to deduct my fees from these funds (unless they have been provided for a particular purpose) and send you an invoice as required by the Lawyers Conveyancers Act (Trust Account) Regulations 2008.

If we have entered into an Escrow Agreement then my fee will be deducted in accordance with that agreement.

4. Complaints

I maintain a procedure for handling any complaints by clients, designed to ensure that a complaint is dealt with promptly and fairly. I would ask for your complaint to be put to me in writing, then we will arrange a meeting to discuss the complaint and try to find a resolution to the problem. After this, you may if you wish refer your complaint to the Law Society. To do so, you should contact the Canterbury Westland Branch of the New Zealand Law Society.

The Law Society operates the Lawyers Complaints Service and you are able to make a complaint to that service. To do so, phone 0800 261 801 or email complaints@lawsociety.org.nz and you will be directed to the nearest complaints service.

5. Capacity and experience

I have been in legal practice for 10 years. I specialise in criminal law and courtroom advocacy.

6. Instructing Solicitor

In some cases, it may be necessary for an instructing solicitor to engage me on your behalf. If this is required I will discuss this with you before doing any work for you.

I am authorised by the Law Society to take instructions directly from members of the public in certain types of cases. I will advise you in writing if I believe there is a disadvantage which may be suffered by you if no instructing solicitor is retained.

7. Client care and service

I am required to:

- 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 in which 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 Lawyers: Conduct and Client Rules 2008. Those obligations are subject to other overriding duties, including duties to the courts and to the justice system.

If you have any questions about these rules and duties, please visit www.lawsociety.org.nz or call 0800 261 801.

8. Limitations on extent of my obligations or liability

Any limitations on the extent of my obligations to you or any limitation or exclusion of liability are set out in my standard Terms of Engagement.