



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 as set out in our Standard Terms of Engagement by deduction, you authorise us to 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 confirm that the practice holds professional indemnity insurance that meets or exceeds the minimum standards specified by the New Zealand Law Society.

3 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. 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.

4 Complaints:

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

If you have a complaint about our services or charges, you may refer your complaint to the person in our firm who has overall responsibility for your work.

If you do not wish to refer your complaint to that person, or you are not satisfied with that person's response to your complaint, you may refer your complaint to Kanisya Sutharsan. Kanisya may be contacted as follows:

- by letter;
- by email at kanisya@k3.co.nz;
- by telephoning her at 09 366 1366.

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 (telephone number 0800 261 801).

5 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 we provide for you are set out in our letter of engagement and may be amended from time to time as required due to operational reasons or expertise reasons.

6 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 the courts and to the justice system.

If you have any questions, please visit www.lawyers.org.nz.

7 **Limitations on extent of our Obligations or Liability**

Any limitations on the extent of our obligations to you or any limitation or exclusion of liability are set out in our letter of engagement.

8 **Reasonable Fee Factors**

The factors to be taken into account in determining the reasonableness of a fee in respect of any service provided by a lawyer to a client include the following:

- (a) the time and labour expended;
- (b) the skill, specialised knowledge, and responsibility required to perform the services properly;
- (c) the importance of the matter to the client and the results achieved;
- (d) the urgency and circumstances in which the matter is undertaken and any time limitations imposed, including those imposed by the client;
- (e) the degree of risk assumed by the lawyer in undertaking the services, including the amount or value of any property involved;
- (f) the complexity of the matter and the difficulty or novelty of the questions involved;
- (g) the experience, reputation, and ability of the lawyer;

- (h) the possibility that the acceptance of the particular retainer will preclude engagement of the lawyer by other clients;
- (i) whether the fee is fixed or conditional (whether in litigation or otherwise);
- (j) any quote or estimate of fees given by the lawyer;
- (k) any fee agreement (including a conditional fee agreement) entered into between the lawyer and client;
- (l) the reasonable costs of running a practice; and
- (m) the fee customarily charged in the market and locality for similar legal services.