



TERMS OF BUSINESS

CLIENT CARE INFORMATION

As required by the New Zealand Law Society's Rules of Conduct and Client Care, I provide you with the following information.

1. Your instructions and acceptance

- 1.1. This document contains our standard terms of business (**Terms**) that apply every time you engage us to provide legal services (**Services**) to you, unless we have agreed in writing to an alternative arrangement with you. We may update these Terms from time to time and they will be available on our website.
- 1.2. We will provide you with the Services that you request and that we agree to provide. We will outline the scope of the Services in our letter of engagement to you. You can ask us to expand or limit the scope of those Services at any time, in writing.
- 1.3. You must tell us immediately in writing if you do not accept these Terms, or if the Services outlined in our letter of engagement are not what you want us to do. If you don't, you will be taken to have accepted these Terms and the Services outlined and they form the basis of our contract with you.
- 1.4. We provide our Services to you and only you. If any other person or entity wants to act on or rely on our advice, they may only do so if we both previously agree in writing.

2. Our general standards

- 2.1. Our relationship with you is important. Our goal is to provide quality service in an efficient manner.
- 2.2. When providing Services to you, we will:
 - (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 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 invoiced.
 - (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.
 - (j) Let you know how to make a complaint if you want to, and deal with any complaint fairly.
- 2.3. For our commercial clients, our staff may attend your place of work. Where that happens, health and safety legislation places responsibility for their safety on you.
- 2.4. Our engagement is usually governed by New Zealand law and any disputes about this engagement are to be dealt with in the jurisdiction of New Zealand.

3. Communication

3.1. We will obtain from you contact details including an email address, postal address and telephone numbers. If you have a preferred method of communication, let us know.

3.2. You must tell us if your contact details change. We do not accept any liability for loss arising from non-receipt of any communication, including email communications.

3.3. From time to time we will provide you with information that may be relevant to you such as newsletters and information bulletins. You may tell us at any time if you do not want to receive such communication from us.

3.4. You must tell us all relevant information about your matter. We can only advise you based upon the information provided to us.

4. 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.

5. Expenses and disbursement costs

5.1. We may incur expenses or disbursements on your behalf during the course of our work for you. Disbursements refer to costs that we pay directly on your behalf to third parties at cost and may include filing fees, registration charges and other direct third party costs. Expenses refer to other charges we may incur but where the precise cost may not be known at the time of incurring the expense (including any specific stationery, copyrighted legal forms, electronic media or identity verification costs). In those cases, we may charge you an estimate which may include a margin, discount, rounding or approximation factor.

5.2. We will charge you a set file administration charge to cover the opening, subsequent administration, closure, and storage of your file. This fee also covers basic charges, postage, stationery, and similar expenses. Some administrative expenses (such as photocopying and specific forms used) will be charged separately to you at our then applicable rates.

5.3. Where we need to verify your identity for AML purposes we do this through a third party electronic tool. We will charge you an expense of \$15 (including GST) for each person we need to verify.

5.4. In providing the Services we may incur other expenses on your behalf, including but not limited to court filing fees, registration fees, search fees, council LIM charges, travel costs, and experts' fees.

5.5. You authorise us to incur all expenses and to make payments to third parties for these expenses when they are reasonably necessary to provide the Services.

5.6. All charges, expenses and payments made to third parties on your behalf will be charged to you and will appear on your invoice as disbursements. They are to be paid without deduction.

5.7. We may require you to pay money to us in advance for anticipated disbursements or expenses and you will need to promptly co-operate with us when asked to do so. If you don't, this could negatively affect the Services we can provide to you.

6. Payment

6.1. Our accounts (i.e. our invoices and statements) for fees, disbursements and expenses are to be paid without deduction strictly within 14 days of when they are sent to you.

7. Unpaid accounts

7.1. If you have any difficulty in payment of an account from our firm then you must contact us immediately on receipt of it to discuss arrangements to pay it.

7.2. We will charge interest at the rate of 24% per annum, calculated and applied daily, on all overdue accounts, fees, disbursements, expenses and any other charges that remain unpaid after the due date for payment.

7.3. If you do not fully pay our accounts, we may refer them to a debt recovery agent or commence recovery proceedings in court against you. If this is necessary you shall reimburse us for all costs in recovering payment of the account(s), including our time and attendances on a solicitor/client basis, court costs and any other disbursements and any fees charged by a debt recovery agent/solicitor or more generally. This

clause is also for the benefit of and enforceable by our debt recovery agent under the Contract and Commercial Law Act 2017.

7.4. Should we not immediately pursue recovery of any outstanding account that does not mean that we waive any rights that we have or any obligations you have. That shall equally apply for all other Terms.

7.5. If any clause in these Terms is found to be invalid or unenforceable, the remainder of them shall not be affected and they shall remain valid and enforceable.

8. At any time you can tell us to stop working for you

8.1. At any time, and for any reason, you may withdraw your instructions to us or ask us to assign another professional staff member to your matter. Please tell us immediately should you wish to do so.

8.2. If you do, you remain liable at that point for the all fees and expenses we have incurred up to that date plus any and all costs in completing any matter that we, as your solicitors, are required to complete (for example, as required by the court or the Court Rules).

9. We may stop working for you

9.1. We reserve the right to suspend, terminate or cease acting for you if we find lawful cause, for instance, in the event that:

- (a) You require us to act unlawfully, unethically or in breach of our professional obligations.
- (b) You fail to give us adequate instructions.
- (c) You unreasonably refuse to act in accordance with our advice.
- (d) You indicate that you have lost confidence in us or this is clear to us.
- (e) You fail to pay any of our accounts or monies requested in advance of legal work within the time required of you, or if or we believe that you will not meet the reasonable costs of the work being or to be undertaken.
- (f) You lose legal capacity.
- (g) A more than minimal risk of conflict of interest arises.

9.2. If your account(s) still remains outstanding after 60 days it is likely that no further work will be undertaken by our firm for you until arrangements acceptable to us are made with us to bring your account(s) back into good standing.

10. Documents and uplifting your file

10.1. Should you wish to uplift a file we have for you, you may do so providing all costs in relation to that file are paid in full. You will need to give us reasonable notice before collecting your file should you wish to do so.

10.2. Our file may also be held electronically and we may incur time in retrieving all of the documents and data for you. We may charge you for the time associated with that retrieval.

10.3. Our file may also be held in physical form in off-site storage. You consent to that. If such a file needs to be retrieved to meet your uplift request, you will be charged the retrieval cost we incur.

10.4. You recognise that our files usually contain a mixture of property of yours and that of our firm. We will only provide you with documents, records, funds or property held on your behalf upon any file request. This is however subject to the lien that we have until our fees are paid in full as referred to above. Drafts of documents, file notes, internal firm correspondence, memoranda and financial records that we prepare while working on your file shall be property of, and for the benefit of, our firm and shall not be provided to you upon file request or otherwise unless we expressly agree to the contrary.

11. Professional indemnity insurance

I hold professional indemnity insurance and have the minimum standard specified by the New Zealand Law Society (NZLS).

12. Money & Lawyers Fidelity Fund (no cover) Lawyers operating without a Trust Account are 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 an 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 & solicitors.

13. Complaints

I maintain a procedure for handling any complaints by clients, designed to ensure that a complaint is dealt with promptly and fairly. In the first instance, any matter of concern should be raised with me as soon as possible so that we can see if we can resolve the issue.

If you have a complaint about my services or charges, you should refer this to me so that it may be dealt with under my complaints procedure. After this, you may if you wish refer your complaint to the NZLS. To do so, you should contact the NZLS Lawyers Complaint Service, the contact details of which are PO Box 5041, Lambton Quay, Wellington 6145, telephone 0800 261 801 or complaints@lawsociety.org.nz.

14. Capacity & experience in performing the services

I have an in-depth experience which ranges from working in the Ministry of Justice to working in private practice. I specialise in criminal and family (including relationship property and will-estate) law. I am careful to balance my other Court commitments and engage with you about realistic expectations for progress.

15. Advocacy experience

I have undertaken litigation work in the family court and the criminal court as a barrister and solicitor since 2020 before becoming a sole practitioner in mid-2023. I am also a Lead provider for all family legal aid work, Lawyer to Assist and Amicus Curiae. Prior to this I was working in a quasi-judicial role employed with the Ministry of Justice. I have maintained an extensive relationship both with internal and external stakeholders.

16. Client care and service

The NZLS 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
 - a protect and promote your interests and act for you free from compromising influences or loyalties
 - b discuss with you your objectives and how they should best be achieved
 - c provide you with information about the work to be done, who will do it, and the way in which the services will be provided
 - d charge you a fee that is fair and reasonable, and let you know how and when you will be billed
 - e give you clear information and advice
 - f protect your privacy and ensure appropriate confidentiality
 - g treat you fairly, respectfully, and without discrimination
 - h keep you informed about the work being done and advise you when it is completed
 - i 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.lawsociety.org.nz or call 0800 261 801.

17. Support staff

I may be assisted by my support staff from time to time.