

Information for Clients

Client Care and Service

Whatever legal services your lawyer is providing he/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 more fully in the Lawyers and Conveyancers Act, (Lawyers: Conduct and Client Care) Rules 2008. Those obligations are subject to other overriding duties to the courts and to the justice system.

If you have any questions, please visit www.lawsociety.org.nz or call (04) 472-7837.

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.

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.

Professional Indemnity Insurance

We hold professional indemnity insurance that exceeds the minimum standards specified. We will provide you with particulars of the minimum standard upon request.

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 and 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.

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 the Practice Manager, Fiona Reid.

She may be contacted as follows:

- By letter
- By email at fiona.reid@reidsfamilylaw.co.nz
- By telephone at (04) 550 5780

Please note that should you have a complaint in regards to your invoice we would expect that this is raised within 14 days of the issue of the invoice.

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:

New Zealand Law Society
Lawyers Complaint Service
PO Box 494
Wellington 6140
Phone: 0800 261 801
Email: complaints@lawsociety.org.nz

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.

Terms of Engagement (Family Legal Advice Service)

Fees

You are eligible for the government funded Family Legal Advice Service. This is a limited service for some Family Law matters. You must let the Legal Services Commissioner know if there is any change in your contact details, employment status, family circumstances or financial details.

Responsibility for you file

The lawyer who has overall responsibility for your file is named below. From time to time, another lawyer or staff member in the firm may need to do work for you.

Services that we provide

The following services are available under the Family Legal Advice Service scheme:

- Checking whether you are eligible for the service
- Meeting with you to discuss your Family Law dispute
- Explaining the Family Justice System process to you, including Family Dispute Resolution, so that you understand your legal rights, responsibilities and options
- If applicable, assisting you to complete an originating application and affidavit (or notice of response and affidavit)

Services that we do not provide

The Family Legal Advice Service is a limited service. Unless we expressly agree with you otherwise, we will not:

- Represent you at Family Dispute Resolution or in the Family Court
- Communicate with third parties on your behalf
- Prepare or advise you on any written agreements regarding your dispute
- Advise you about or assist in any way in the resolution of secondary disputes
- Serve or receive service of any document on your behalf

Confidentiality

We will hold in confidence all information concerning you or your affairs that we acquire during the course of acting for you. We

will not disclose any of this information to any other person except to the extent necessary to enable us to carry out your instructions and/or to the extent required by law or by the Lawyers and Conveyancers Act 2006, including the Rules of Conduct and Client Care for Lawyers.

Retention of files and documents

We will retain all files and documents for this matter (in either physical or electronic form) for seven (7) years after our engagement ends. We will hold any documents in safe custody for you until you or your authorised representative require them.

Conflicts of interest

We have procedures in place to identify and respond to conflicts of interest. If a conflict of interest arises we will advise you of this and follow the requirements and procedures set out in the Rules of Conduct and Client Care for Lawyers.

Duty of Care

Our duty of care is to you and not to any other person. Before any other person may rely on our advice, we must expressly agree to this.

General

These terms apply to any current engagement and also to any future engagement, whether or not we send you another copy of them. Our relationship with you is governed by New Zealand law and New Zealand courts and have non-exclusive jurisdiction.

Our involvement will end if final agreement is reached or once we have helped you draft an application and affidavit (or notice of response and affidavit), whichever is the earlier.

Please note: If your matter goes to the Family Court you may be eligible for legal representation for part of the Court process. You may be eligible for a separate government grant called Legal Aid from that time.

Acceptance of Terms

The Terms of Engagement of Agreement above outline the terms upon which Reids agree to act for you. In signing below or if you instruct us to proceed with this matter, you are accepting these terms.

Name

Signature:

Date

Date of Birth:

Matter #:

Solicitor: