



**RESOLUTIONS**  
LAWYERS & CONSULTANTS

Resolutions Lawyers & Consultants

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## Client Care Information

In Registering for the “MyPlan” Program, you agree to the following.

Introduction	<p>The “MyPlan” Program is operated by Resolutions Lawyers and Consultants Ltd (ResolutionsLC).</p> <p>Resolutions primary responsibilities are:</p> <ul style="list-style-type: none"><li>- Administration of the program.</li><li>- Issuing Plan Documents.</li><li>- Facilitating payments for the program.</li></ul> <p>Other service providers participate in the program and will be available to Clients for consultation. ResolutionsLC will not be a party to any arrangements made between these service providers and the client. ResolutionsLC does not provide any guarantee in relation the Service Providers. Each service provider will be responsible for the delivery of their service. The Client agrees to indemnify ResolutionsLC against any claim they may have against a service provider.</p>
Scope of Works	<p>The Client agrees they are engaging ResolutionsLC solely to facilitate the development of a Pre-Sentence Plan document.</p> <p>This scopes excludes any and all legal representation.</p> <p>The Scope of Works is restricted to the day and time of the “MyPlan” Program session. The relationship between the parties is terminated when all the following have occurred:</p> <ul style="list-style-type: none"><li>- The session is completed, and,</li><li>- The fee has been paid (or ResolutionsLC has agreed to waive the fee), and,</li><li>- The Pre-Sentence Plan has been delivered to the Client (in hard copy or electronic form).</li></ul> <p>Clients requesting additional Scope of Works will be required to enter into a separate agreement.</p>
Person from whom your instructions and Whom we report to.	<p>The “MyPlan” Program is for personal participation only. The Client must be the person whom is facing the charges and the plan relates.</p>



<p>Person at Resolutions L&amp;C with the day to day responsibility for this matter:</p>	<p>“MyPlan” will be overseen by the Managing Director of ResolutionsLC. Any questions can be directed to <a href="mailto:contact@resolutionslc.com">contact@resolutionslc.com</a> or phone 0212801500.</p>
<p>What we will and won't deliver.</p>	<p>The “MyPlan” Program’s purpose is to develop a meaningful plan. The Plan is owned by the Client. It is the Client’s responsibility to complete the actions listed in the plan and present the progress of the plan to the Court, as directed.</p> <p>Whilst every care will be taken in the development of the plan, ResolutionsLC cannot guarantee in any way that:</p> <ul style="list-style-type: none"> <li>a) The Plan will be accepted by the Court as suitable, or</li> <li>b) If the Plan is accepted that a s106 Discharge Without Conviction will be granted.</li> </ul> <p>In the event the Court suggests or requests a plan be amended, ResolutionsLC will, at the Clients request, provide an amended plan at no cost.</p>
<p>Work timetable:</p>	<p>The Plan will be developed at the time of the session, which will take about 2 hours. It may be emailed to the Client at a later date.</p>
<p>Basis of Charging</p>	<p>The fee for development of the plan is \$115 including GST. Payment plans can be arranged upon request. ResolutionsLC reserves the right to withhold sending the Plan to the Client until payment is made.</p>
<p>Insurance</p>	<p>We hold professional indemnity insurance which meets the minimum standards set by the Law Society.</p>
<p>Lawyers’ Fidelity Fund coverage</p>	<p>The lawyers’ fidelity fund does not provide any cover in relation to a barrister sole as barristers sole do not hold clients’ funds. The Managing Director or ResolutionsLC operates as a barrister sole.</p>
<p>Limitation of Liability</p>	<p>We limit our liability to the invoiced value of services provided except where further liability cannot be excluded by law, in which case liability is limited to the amount for which we are insured. Full details are in our terms of engagement.</p>
<p>Keeping your records</p>	<p>We will retain or dispose of your records in accordance with our terms of engagement. We will provide copies to you in accordance with our obligations under the Privacy Act 1993 on request. We may charge for the cost of providing records to you.</p>



Compliance obligations	<p>We are obliged to comply with all laws applicable to us in all jurisdictions, including (but not limited to):</p> <ul style="list-style-type: none"><li>▪ Anti-money laundering and countering financing of terrorism laws; and</li><li>▪ Laws relating to tax and client reporting and withholdings.</li></ul> <p>We may be required to undertake customer due diligence on you, persons acting on your behalf and other relevant persons such as beneficial owners and controlling persons. We may not be able to begin acting, or to continue acting, for you until that is completed.</p> <p>To ensure our compliance and yours, we may be required to provide information about you, persons acting on your behalf or other relevant persons to third parties (such as government agencies). There may be circumstances where we are not able to tell you or such persons if we do provide information.</p>
Law Society's client care and service information	<p>The Law Society's client care and service information is set out below.</p> <p>We provide both legal services and non-legal services. Whatever legal services your lawyer is providing, he or she must:</p> <ul style="list-style-type: none"><li>• act competently, in a timely way, and in accordance with instructions received and arrangements made</li><li>• protect and promote your interests and act for you free from compromising influences or loyalties</li><li>• discuss with you your objectives and how they should best be achieved</li><li>• provide you with information about the work to be done, who will do it, and the way in which the services will be provided</li><li>• charge you a fee that is fair and reasonable, and let you know how and when you will be billed</li><li>• give you clear information and advice</li><li>• protect your privacy and ensure appropriate confidentiality</li><li>• treat you fairly, respectfully, and without discrimination</li><li>• keep you informed about the work being done and advise you when it is completed</li><li>• let you know how to make a complaint, and deal with any complaint promptly and fairly.</li></ul> <p>The obligations lawyers owe to clients are described in the <a href="#">Rules of Conduct and Client Care for Lawyers</a>. Those</p>



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	<p>obligations are subject to other overriding duties, including duties to the courts and to the justice system.</p> <p>If you have any questions, please visit <a href="http://www.lawsociety.org.nz">www.lawsociety.org.nz</a> or call 0800 261 801.</p>
Capacity & Experience	ResolutionsLC has been working on Pre-Sentence Plans since mid-2024.
Lawyers Complaints Service	<p>If you have a complaint about the services, please contact me at <a href="mailto:david@resolutionslc.com">david@resolutionslc.com</a>.</p> <p>If you do not wish to meet with me to discuss the complaint, or if we meet and are unable to resolve it, then I invite you to refer your complaint to Mark Utting whose contact details are <a href="mailto:mark@uttinglaw.co.nz">mark@uttinglaw.co.nz</a>. I will be guided by any view that Mark Utting forms on the matter.</p> <p>If we have been unable to resolve a complaint or concern you may contact: The Lawyers Complaints Service Phone: 0800 261 801 Website: <a href="http://www.lawsociety.org.nz/for-the-community/lawyers-complaints-service/concerns-form">www.lawsociety.org.nz/for-the-community/lawyers-complaints-service/concerns-form</a> Email: <a href="mailto:complaints@lawsociety.org.nz">complaints@lawsociety.org.nz</a></p>

Regards,

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