LCRO 266/2012 and
LCRO 269/2012

CONCERNING	an application for review pursuant to section 193 of the Lawyers and Conveyancers Act 2006
AND	determinations of a North Island Standards Committee
BETWEEN	**MR B W** <u>Applicant/Respondent</u>
AND	**MR N A** <u>Respondent/Applicant</u>

DECISION

Background

[1] This review concerns two applications for review, one from Mr BW, the complainant, and the other from Mr NA, the practitioner, in respect of a decision by a North Island Standards Committee dated 3 September 2012. In the decision the Committee found Mr BW had breached Rules and Regulations made under the Act that govern the taking of fees in advance, and that his conduct was unsatisfactory pursuant to s 12 of the Lawyers and Conveyancers Act 2006 (the Act).

[2] Mr BW and [his wife] Mrs EW were born outside New Zealand and both have a very limited grasp of the English language. They have been assisted throughout their dealings with Mr NA, the Law Society, and this Office by friends, and at the review hearing held in the North Island on 26 May 2014, by a court appointed interpreter, Ms CR.

[3] Mr NA is a lawyer who has specialised in immigration law for the past 13 years.

[4] Mrs EW instructed Mr NA on 31 August 2009. Mrs EW was in New Zealand unlawfully, her passport having expired earlier in 2009. Mrs EW's position was urgent, because she was under threat of removal, and for various reasons was keen to remain

in, or be able to return to, New Zealand. With the assistance of their friend Mr DH, Mr BW and Mrs EW, went to Mr NA's office to instruct him.

[5] Having discussed the position, Mr NA devised a strategy whereby Mrs EW would apply to renew her Chinese passport, and Mr NA would assist to manage her voluntary departure from New Zealand in co-operation with the New Zealand immigration authority. Mrs EW also wished to enter Australia, and Mr NA was to provide her with assistance in applying for an Australian visa, primarily by directing her to an Australian migration agent. The third aspect of Mr NA's services was to assist Mrs EW in her application for a work visa once she had left New Zealand, based on her being married to Mr BW, who is a New Zealand resident.

[6] On the basis that Mrs EW would voluntarily leave New Zealand, Mr NA agreed to provide those services, for a fixed fee of $6,500 including GST. The terms of engagement signed on 31 August 2009 by Mr NA and Mrs EW (under her maiden name) confirmed that Mrs EW would make payment in full of $6,500 (including GST) before Mr NA would commence work.

[7] The payment was made, and Mr NA assisted Mrs EW to successfully apply for a Chinese passport. He also assisted Mrs EW in preparing her application for an Australian visa, by completing the forms, collating the necessary paperwork that Mrs EW provided and preparing a covering letter. All that Mr NA had initially intended was to put Mrs EW in touch with an Australian immigration advisor, but it became apparent that completing the forms and compiling the application was beyond Mrs EW's abilities because of her limited grasp of the English language. Although that was not the role Mr NA had originally envisaged he would play, Mrs EW provided him with the information so that he could progress her visa application.

[8] When the application was complete, Mr BW and Mrs EW took it to the Australian Consulate to lodge, but lost heart when consulate staff indicated the application was unlikely to succeed. They returned to Mr NA for advice, and he urged them to go back to the consulate and formally lodge the visa application. They did so, and ultimately the Australian authorities refused the application for reasons unrelated to any action or inaction by Mr NA.

[9] Mr NA did no substantial work after Mrs EW's visa application was refused, although when he was contacted by friends of Mrs EW he reiterated his advice that she should leave New Zealand voluntarily to enable her offshore application for a work visa to proceed.

[10] The stream of work relating to the off-shore work visa was not completed, although Mr NA gathered supporting documents and took a number of steps towards preparing the application. It appears that Mr NA's ability to complete those services was thwarted by Mrs EW being arrested, detained and forcibly deported from New Zealand in April 2010.

[11] After Mrs EW's departure, Mr BW (through friends) approached Mr NA seeking a refund on the basis that Mr NA had not secured a successful outcome because Mrs EW was not in New Zealand, and would be unable to return in the foreseeable future.

[12] Mr NA's view was that he had expended considerable time and effort on behalf of Mrs EW, and the fee of $6,500 was commensurate with his efforts. He had obtained a new Chinese passport for her, and had done all that he reasonably could to help her apply for the Australian visa. Mr NA also repeated his view that Mrs EW had frustrated his attempts to help her by refusing to follow his advice to leave, instead choosing to stay in New Zealand and then being forcibly removed. In the circumstances Mr NA refused to tender a refund, and declined to enter into further correspondence.

[13] Mr BW was not satisfied with Mr NA's response or his refusal to give him a refund, so he laid a complaint to the New Zealand Law Society (NZLS) in October 2010, complaining about Mr NA's advice, and his fee of $6,500.

Standards Committee Determination

[14] The Committee considered Mr BW's complaints, and the other information initially provided by the parties. The Committee observed that the terms of engagement provided for a fixed fee to be paid in advance, that neither party had produced a copy of Mr NA's invoice, and that the fee was generally not refundable, other than in certain circumstances which did not apply to Mrs EW. Mr NA's position was that $6,500 was fair and reasonable for the services he had been instructed to provide, although some attendances had gone beyond the scope of the terms of engagement he had originally envisaged.

[15] The Committee decided to set the matter down for a hearing on the papers, and issued a notice of hearing under s 141 of the Act particularising the two professional conduct issues raised by the complaint that it proposed to enquire into.

[16] Significantly, the Committee received Mr BW's complaint as a conduct or service complaint under s 132(1) of the Act and not, as Mr BW had intended, as a fee complaint under s 132(2).

[17] In response to the Committee's invitation to provide submissions and further information, Mr NA provided his invoice, timesheets and a printout showing he had generated an invoice, and receipted Mrs EW's payment on 31 August 2009. He also made submissions including an explanation of his "non-refund policy" in which he said there were good reasons in his particular line of work to require payment of non-refundable fees up front.

[18] Essentially Mr NA's reasons are that the value of his advice lies mostly in the strategic advice he provides at the very start, which guides the progression of clients' applications. He says that clients often do not recognise the value of his initial advice, lack or lose commitment, or act on his advice without further reference to him, and then refuse to pay because they did not get the result they wanted. He says this is bad for his business, and can be bad for his clients when they are unable to manage immigration processes for themselves.

[19] The Committee then convened a hearing on the papers, and in the decision recorded that the complaint raised two issues, namely that Mr NA had:[1]

(a) Failed to follow instructions in a timely way (Rule 3); and

(b) Overcharged Mrs EW (Rule 9).

[20] The Committee identified the three work streams Mr NA had said would be necessary to progress Mrs EW's instructions, noted Mr NA's submissions in respect of his non-refundable fixed fees, and his view that his fees were not excessive. It recorded the steps it had taken in its enquiry leading up to the hearing including receiving Mr NA's submissions, set out sections of the Act, Trust Account Regulations and Conduct and Client Care Rules (the Rules),[2] dealt with the two aspects of Mr BW's complaint then considered the following two issues which arose from the issues it had identified in the notice of hearing:

a) Whether or not [the $6,500 fee was] in fact debited without client authorisation from trust account funds, prior to an invoice being sent to the client; and

(b) Whether or not Mr NA's processes complied with Regulation 9(2) of the Trust Account Regulations[3] under the relevant rules.

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[1] Standards Committee Determination dated 3 September 2012.
[2] Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008.
[3] Lawyers and Conveyancers Act (Trust Account) Regulations 2008.

[21] The Committee found that although he had provided a receipt for the money Mrs EW gave him, Mr NA was unable to provide evidence that he had delivered or posted his invoice to Mrs EW as Rule 9.3[4] of the Trust Account Regulations to which it refers, oblige him to do. The relevant parts of the Conduct and Client Care Rules and Trust Account Regulations to which the Committee referred were:

> A lawyer who wishes to …receive funds to cover fees in advance must comply with Regulations 9 and 10 of the Lawyers and Conveyancers Act (Trust Account) Regulations 2008 (TA Rules).

[22] Regulations 9 and 10 of the Trust Account Regulations say:

> **9 Restriction on debiting trust accounts with fees**
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> (1) No Trust Account may be debited with any fees of a practice …unless –
>
> (a) a dated invoice has been issued in respect of those fees, and a copy of the invoice is available for inspection by the inspectorate; or
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> (b) an authority in writing in that behalf, signed and dated by the client, specifying the sum to be so applied and the particular purpose to which it is to be applied has been obtained and is available for inspection by the inspectorate.
>
> (2) If fees are debited under subclause (1)(a), an invoice must be delivered or posted to the person who has a legal or beneficial interest in the trust account to be debited before or immediately after the fee is debited.
>
> (3) For the purposes of subclause (2), a practitioner or partner in the practice is not to be treated as having a legal or beneficial interest in the trust account to be debited, solely because the practitioner or partner issues the invoice in respect of that trust account.
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> **10 Fees and disbursements paid in advance of invoice** –
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> All money paid to a practice in respect of professional services for which an invoice has not been issued, but is described as a retainer or otherwise, must be retained in a trust account until–
>
> (a) disbursed on the client's behalf; or
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> (b) applied in payment of fees in accordance with Regulation 9.

[23] The Committee accepted that Mr NA generated an invoice on 31 August 2009, but noted it did not appear to have been sent to Mrs EW. Mr NA takes issue with the following part of the decision where the Committee considers Regulations 9 and 10, saying:[5]

> The Committee considered Reg 9 of the TARules and noted that a copy of an invoice was made available; however, there was no evidence that that

[4] Above n 3, Rule 9.3.
[5] Above n 2 at para [25-26].

> invoice had in fact been issued to the client before the fees were deducted in keeping with TA Rule 10.
>
> A lawyer may only debit a trust account with any fees if there is authority in writing to do so; trust funds are held specifically for a specific purpose.

[24] The Committee was not satisfied that Mr NA had issued the invoice to Mrs EW before he deducted his fees; and found the terms and conditions Mrs EW had signed did not constitute an authority for the purpose of Regulation 9(1)(b).

[25] On that basis the Committee concluded Mr NA had not met his obligations under Regulations 9(1)(b), 9(2) or 10(b).

[26] The Committee then considered whether Mr NA's terms of engagement providing for a non-refundable fixed fee complied with the Trust Account Regulations and Rules. The decision records:[6]

> …Rule 9 requires that a charge is only fair and reasonable if it is charged for work done. If the work has not been done then it cannot be considered reasonable. A non refundable fee indicates that there has been a charge and there is no reference to work done or ultimately the service provided. Regulation 9 of the TA Rules and RCCC Rule 9.2 confirm that a fee arrangement must be fair and reasonable and must take into account the factors set out in RCCC Rule 9.1. There Committee therefore considered that the letter of retainer issued by Mr NA did not accord with his obligations under RCCC Rule 9.2 and also his obligations under Regulation 9 of the TA Rules. Further although Mr NA did eventually produce an invoice there was no evidence that that invoice had been issued to the client, yet fees may only be deducted upon *issuing* an invoice in keeping with TA Rule 10. The Committee was of the view that such conduct amounted to unsatisfactory conduct.

[27] The Committee did not say which part of s 12 it considered Mr NA's conduct fell into, when it found his conduct unsatisfactory pursuant to s 152(2)(b) of the Act. However, having recorded a finding of unsatisfactory conduct, it ordered Mr NA to pay to NZLS a fine of $1,000 and costs of $500.

[28] Both parties were dissatisfied with the outcome and both applied for a review.

Review Applications

[29] The essence of Mr BW's review application is that Mr NA promised him and Mrs EW a successful outcome, and because he did not deliver that outcome he should reduce his fee to $2,000.[7] Mr BW says that if Mr NA had told him and Mrs EW that he could not guarantee his advice would result in her applications being granted, they would never have given him $6,500 knowing they could never get a refund if they did not

[6] Above n 2 at para [27].
[7] Stated verbally at the Review hearing.

succeed. He remains of the view that Mr NA should be ordered to give him a refund because he overcharged him.

[30] Mr NA's review application challenges the finding of unsatisfactory conduct on the bases that the Standards Committee had:

(a) Wrongly equated the failure to deliver an invoice to Mr BW as a failure to issue an invoice, and had misapplied the provisions of the Rules and Trust Account Regulations 9 and 10;

(b) Wrongly claimed that Rule 9 requires that a fee must be for work already done, and thus concluded that the fee charged in this case was not reasonable; and

(c) Effectively denied his right of review of the decision because of its generalised criticism of his standard guarantee and general conditions which were not sufficiently particular.

Role of the LCRO

[31] The role of the LCRO on review is to reach his/her own view of the evidence before him/her. Where the review is of an exercise of discretion, it is appropriate for the LCRO to exercise particular caution before substituting his/her own judgment for that of the Standards Committee without good reason.

Scope of Review

[32] The LCRO has broad powers to conduct his/her own investigations, including the power to exercise for that purpose all the powers of a Standards Committee or an investigator, and seek and receive evidence. The statutory power of review is much broader than an appeal, and gives the LCRO discretion as to the approach to be taken on any particular review, and the extent of the investigations necessary to conduct that review.

Review issues arising from Mr BW's Application

[33] Simply put, Mr BW's complaint is that Mr NA charged more than was fair and reasonable for the outcome he achieved, and he wants a refund.

[34] Section 132 of the Act establishes separate procedures for different types of complaint. Conduct and service complaints are made under s 132(1), and fee complaints under s 132(2), which say:

(1) Any person may complain to the appropriate complaints service about—

(a) the conduct—

(i) of a practitioner…or

(b) the standard of the service provided, in relation to the delivery of regulated services,—

(i) by a practitioner…

…

(2) Any person who is chargeable with a bill of costs, whether it has been paid or not, may complain to the appropriate complaints service about the amount of any bill of costs rendered by a practitioner…

…

[35] The Act provides for the Committee to decide which type of complaint it has received, and what process it will adopt.[8] The intention of a complainant in making a complaint is relevant to, but does not determine, how a Committee will receive the complaint. Although Mr BW clearly intended to complain about Mr NA's fee, it is part of the Committee's role to decide which procedure or procedures it proposes to adopt, and then to advise the parties of that procedure.

[36] After the complaint was laid, and correspondence was exchanged between the parties, the Committee decided it would receive Mr BW's complaint as a conduct complaint, and not a fee complaint. The Committee formed that view on the basis of the information before it. It is implicit in the Notice of Hearing, which sets out the conduct issues that the Committee's concerns related to whether Mr NA's invoicing and payment processes complied with the Rules and Trust Account Regulations, not the amount of his invoice.

[37] It is clear from the decision that the Committee was alert to Mr BW's concern that the fee was too much and that he wanted a refund. The Committee knew that the fee was $6,500 including GST, identified the three work streams, made reference to Mr NA's timesheets and the level of his expertise, and expressed no concerns about the level of his fee as such. Its concern was whether it is possible for a non-refundable fixed fee to qualify as reasonable under the Rules[9], such that Mr NA could use Mrs EW's money to pay himself, before he had provided the services to which his invoice related.

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[8] Lawyers and Conveyancers Act 2006, ss 137 & 141.
[9] Above n 3, Rules 9, 9.1, 9.2 and 9.3.

[38] In considering the Committee's approach I have reviewed Mr NA's terms of engagement which say, in bold print, "we do not guarantee a particular result for you unless we are certain that we can do so". Mr BW says Mr NA verbally guaranteed Mrs EW's application would succeed so she could stay in New Zealand.

[39] Mr NA's evidence was that Mrs EW's immigration history was such that the only assurance he could give was that she might succeed if she left New Zealand voluntarily. However, she chose not to take that advice and as a consequence, she was removed from New Zealand and has been unable to return.

[40] The burden of proof in the disciplinary jurisdiction is the same as the civil standard, namely the 'balance of probabilities', or whether a matter is more likely than not.

[41] On balance, I consider it unlikely that a practitioner of Mr NA's experience would have given the type of guarantee Mr BW contends he was given. Taking into account the linguistic challenges Mr BW faced throughout, I find it difficult to avoid the inference that Mr BW's understanding was the result of a miscommunication.

[42] I accept Mr NA's evidence on this point also because the ultimate decision was beyond his control. I have seen no evidence that would justify any criticism of the quality of the work Mr NA did, or the services he provided. Once Mrs EW's applications were submitted, their success or failure was out of his hands.

[43] Mr NA does not contend that he completed the services originally envisaged in the terms of engagement, although he and Mr BW agree that Mr NA did more work on the Australian visa than Mrs EW or Mr NA had originally envisaged. The time-sheets which the Committee had before it, show that the services were provided over 2½ months between 31 August and 19 November 2009. The timesheets show eight hours of work was done over the first month, six hours in the second and the balance by 19 November 2009. There is nothing unreasonable about the time spent.

[44] I can also find nothing unreasonable in the Committee receiving Mr BW's complaint as a conduct, rather than a fee, complaint, and I have found no reason to adopt a different approach from the Committee's, on review.

[45] Consequently, Mr BW's complaint that he was overcharged, and his request for a refund, will receive no further attention on review. For completeness, in the course of this review I have considered whether there is any other reason to make remedial orders in favour of Mr BW, and find there is not.

[46] In summary, no review issues arise from Mr BW's review application, which brings us to the issues Mr NA raises in his review application.

Review Issues arising from Mr NA's Application

[47] Mr NA's review application relates to the Committee's treatment of the professional conduct issues that came to light in its investigation into Mr BW's complaint. In addition to his concern that the decision was deficient in a way that deprives him of his right to challenge the findings on review, Mr NA's application relies on the Committee having misinterpreted the word "issued" in Regulation 9, and misapplied Trust Account Regulations 9 and 10 and Rules 9, 9.1 and 9.2.

[48] The part of the decision that Mr NA says was deficient contains generalised criticisms of his terms of engagement. He considers the Committee's view influenced its overall decision, but without any explanation of how and why it considered his terms of engagement were deficient, he cannot respond.

[49] That concern is met by this review, during which I have independently considered Mr NA's terms of engagement. Other than the provisions specifically referred to in this decision, it has not been necessary for me to comment on the overall quality of the drafting of Mr NA's terms of engagement. It was open to the Committee to make a finding that the terms of engagement fell below the standard required by Chapter 3 of the Rules. No such finding was made by the Committee and none is made on review. In the circumstances, there is no need to consider that aspect of Mr NA's review application further.

[50] The issue raised by this review relates to Mr NA's conduct in the context of the relationship between Rule 9.3 and Trust Account Regulations 9 and 10. As mentioned above, Mr NA contends that the Committee misinterpreted the word "issued" in Regulation 9(1)(a) then misapplied the Rules and Regulations to the particular circumstances of Mr NA's invoice and the manner in which he dealt with the funds he received from Mrs EW.

[51] The review issue is whether Mr NA received funds to cover fees in advance of providing services to Mrs EW without complying with Regulations 9 and 10.

[52] The short answer is that by receiving funds into his general account, he breached Rule 9.3 and Regulations 9 and 10, and as a consequence, the Committee was correct. For the reasons discussed below, the Committee's decision is confirmed, as are the orders it made under s 156(1) imposing a fine and costs.

Discussion

[53] Mr NA's evidence is that he issued an invoice for his fees to Mrs EW, received $6,500 in cash from her, receipted that cash directly into his general office account, and provided Mrs EW with a receipt. His point is that as his fee is not refundable, he was under no obligation to pay the cash into his trust account, so he did not. Logically, if he was not obliged to pay the funds into a trust account, Regulations 9 and 10 do not apply.

[54] Mr NA's interpretation of the Rules and Regulations necessarily implies that his contractual entitlement to charge a non-refundable fixed fee overrides his obligation to ensure that whatever fee he charges is fair and reasonable in accordance with Rules 9, 9.1 and 9.2.

[55] Mr NA's interpretation cannot be correct.

[56] The effect of the relevant part of Rule 9.3 is to ensure that a client's money is protected,[10] by being held in a lawyer's trust account, until the services have been provided. It is not possible to objectively determine what a fair and reasonable fee is until the services have been provided. That overall determination should be made with the benefit of hindsight. Even where a lawyer charges a fixed fee, the lawyer is also required to have regard to their client's interests as well as their own, and to have regard to all the other factors listed in Rule 9.1(a) to (m), of which a fixed fee is only one factor.

[57] At the review hearing Mr NA confirmed that he does not rigidly adhere to his no refund of a fixed fee policy. The circumstances set out in his terms of engagement confirm a refund would be available if he was unable to complete the services because an unforeseeable conflict of interest arose, or for some other reason based on a fault on his part. Mr NA also confirmed that he might exercise an element of discretion if he considered the client had genuinely not received value for the services they had paid for. That concession indicates Mr NA has some appreciation of his obligation to ensure he does not charge a fee that is more than a fair and reasonable fee.

[58] The consequence of this analysis is that Rule 9.3 stands in the way of Mr NA receiving the benefit of the payment by Mrs EW of a fixed fee in advance. He should have paid the cash into his trust account and held it there until such time as he was lawfully entitled to use her money to pay his invoice. The contractual "no refund"

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[10] Which is consistent with the consumer protection purposes set out in s 3, and the fiduciary duties lawyers owe to their clients under s 4, of the Act.

condition is of no effect insofar as it purports to override Mr NA's obligation to charge no more than a fair and reasonable fee in accordance with Rules 9, 9.1 and 9.2.[11]

Unsatisfactory Conduct

[59] As Mr NA's interpretation of Rule 9.3 was not correct, he was required to comply with Trust Account Regulations 9 and 10, and he admits that he did not. Mr NA appeared genuine in his belief that his interpretation of Rule 9.3 was correct, and I do not consider his conduct is a contravention that amounts to misconduct under s 7 of the Act. However, his conduct consists of a contravention of Regulations and Rules made under the Act that apply to him as a lawyer and is unsatisfactory conduct pursuant to s 12(c) of the Act which says that in the Act:

> **unsatisfactory conduct**, in relation to a lawyer…, means—
>
> …
>
> (c) conduct consisting of a contravention of this Act, or of any regulations or practice rules made under this Act that apply to the lawyer… (not being a contravention that amounts to misconduct under section 7); or
>
> …

[60] Subject to that minor modification, the decision of the Committee is confirmed.

Section 156 Orders

[61] The Committee made orders under s 156 requiring Mr NA to pay a fine of $1,000 and costs of $500 to the NZLS.

[62] There is no reason to interfere with those orders on review, so the s 156 orders are confirmed.

Costs

[63] The LCRO has discretion under s 210 of the Act to make such orders as to the payment of costs and expenses as he or she thinks fit. The amount of costs orders is guided by the scale set out in the Costs Orders Guidelines issued by the office of the LCRO.

[64] The following matters are relevant in considering costs orders in this case.

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[11] From the discussion at paragraphs 33 to 46 above it will be clear that while I acknowledge Mr BW considered he had been overcharged, I echo the Committee's lack of concern about the amount of Mr NA's fee for the services he provided.

[65] Although Mr BW's complaint was found not to be justified, the Committee identified deficiencies in Mr NA's conduct arising from the making of the complaint. On that basis Mr BW's complaint was justified. Mr BW did nothing to exacerbate the costs of review. He was entitled to apply for a review and has done so.

[66] There is no reason to order Mr BW to pay costs or expenses on review.

[67] Mr NA's position is slightly different. I accept that Mr NA's belief in his interpretation of Rule 9.3 was genuinely held, and that he considered he had good business reasons for his policy of not refunding fixed fees.

[68] However, he is a practitioner and his unsuccessful review application has resulted in the Committee's adverse finding against him being upheld on review. The presumption, therefore, is that Mr NA should contribute to the costs of this review.

[69] An order for costs is not a penalty on the practitioner. The penalty has not been increased on review.

[70] I am also mindful that the purpose of costs orders made under the Act is to help defray the costs of administering professional discipline, which is otherwise met by the profession as a whole.

[71] Where a review is straightforward, the fee of $1,200 is generally appropriate when a hearing with one or more of the parties has occurred.

[72] However, Mr NA did not request a review hearing. The review hearing was convened at the direction of this Office, partly because of Mr BW's cross-application and the linguistic difficulties he faced. That is a sound reason to reduce the amount of costs Mr NA should pay.

[73] The costs for a hearing on the papers where an adverse finding is made or upheld against the practitioner according to the Guidelines is $900. That is an appropriate amount of costs for Mr NA to pay on review.

Decision

Pursuant to s 211(1)(a) of the Lawyers and Conveyancers Act 2006:

a. The decision of the Standards Committee is:

   i. Modified to record that the finding of unsatisfactory conduct is made under s 12(c) of the Act; and

ii. Otherwise confirmed.

b. The orders made by the Standards Committee are confirmed.

Pursuant to s 210(1) of the Lawyers and Conveyancers Act 2006, Mr NA is ordered to pay $900 towards the costs of review.

DATED this 9th day of June 2014

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Dorothy Thresher
Legal Complaints Review Officer

In accordance with s 213 of the Lawyers and Conveyancers Act 2006 copies of this decision are to be provided to:

Mr BW as the Applicant/Respondent
Mr NA as the Respondent/Applicant
A North Island Standards Committee
The New Zealand Law Society