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NOTIFICATION OF PUBLICATION

ORDER

GOVERNMENT ACT [CAP 243]

- INSTRUMENT OF WITHDRAWAL AND ASSIGNMENT OF FUNCTIONS ORDER NO. 104 OF 2011

VANUATU LAW SOCIETY ACT NO. 3 OF 2010

- VANUATU LAW SOCIETY ANNUAL MEMBERSHIP FEES (AMENDMENT) ORDER NO. 105 OF 2011

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- RULES OF ETIQUETTE AND CONDUCT OF LEGAL PRACTITIONERS ORDER NO. 106 OF 2011

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REPUBLIC OF VANUATU

GOVERNMENT ACT [CAP 243]

Instrument of Withdrawal and Assignment of Functions Order No. 104 of 2011

In exercise of the powers conferred on me by subsection 9(2) of the Government Act [CAP 243], I, the Honourable MELTEK SATO KILMAN LIVTUVANU, Prime Minister of the Republic of Vanuatu, make the following Order.

1 Withdrawal of functions from the Ministry of Internal Affairs

The function of being responsible for the Vanuatu Police Force is withdrawn from the Ministry of Internal Affairs.

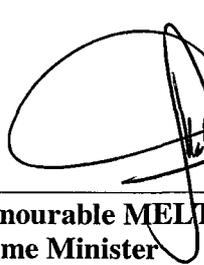
2 Assignment of functions to the Prime Minister's Office

The functions withdrawn from the Ministry of Internal Affairs under clause 1 is assigned to the office of the Prime Minister.

3 Commencement

This Order commences on the day on which it is made.

Made at Port Vila this 30th day of MAY, 2011.



Honourable MELTEK SATO KILMAN LIVTUVANU
Prime Minister



REPUBLIC OF VANUATU

VANUATU LAW SOCIETY ACT NO. 3 OF 2010

Vanuatu Law Society Annual Membership Fees (Amendment) Order No. 105 of 2011

In exercise of the powers conferred on me by paragraphs 5 (2) (d) and 5 (3) (c) of the Vanuatu Law Society Act No. 3 of 2010, I, the Honourable RALPH REGENVANU, Minister of Justice and Community Services, make the following Order.

**1 Amendment of the Vanuatu Law Society Annual Membership Fees
Order No. 69 of 2011**

The Vanuatu Law Society Annual Membership Fees Order No. 69 of 2011 is amended as set out in the Schedule.

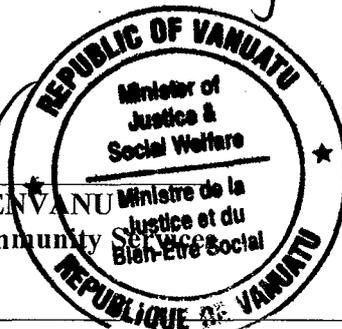
2 Commencement

This Order commences on the day on which it is made.

Made at Port Vila this 20th day of May, 2011.

Honourable RALPH REGENVANU
Minister of Justice and Community Services

Ministre de la
Justice et du
Bien-Être Social



SCHEDULE

AMENDMENTS OF THE VANUATU LAW SOCIETY ANNUAL MEMBERSHIP FEES ORDER NO. 69 OF 2011

1 Subclause 1 (2)

Delete "31st May", substitute "30th June".



REPUBLIC OF VANUATU

Legal Practitioners Act [Cap 119]

Rules of Etiquette and Conduct of Legal Practitioners Order No. 106 of 2011

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REPUBLIC OF VANUATU

Legal Practitioners Act [Cap 119]

Rules of Etiquette and Conduct of Legal Practitioners Order No. 106 of 2011

In exercise of the powers conferred on me by subsection 15(1) and paragraphs 15(2)(h), (i) and (m) of the Legal Practitioners Act [CAP 119], I, the Honourable VINCENT LUNABEK, Chairman of the Law Council, make the following Order.

These Rules are the Rules of conduct and client care for lawyers.

PART 1 PRELIMINARY

1 Interpretation

(1) In these Rules, unless the contrary intention appears:

Barrister & Solicitor means a lawyer who acts both as a barrister and as a solicitor and who is the holder of a current practising certificate authorising the lawyer to act as a barrister and solicitor

close personal relationship includes, but is not limited to, the relationships of parents and children, siblings, spouses, civil union partners, and the relationship between persons living together as partners on a domestic basis

court means a court or tribunal before which a lawyer may appear

independent advice means advice given by a lawyer who:

- (a) in respect of the matter on which the advice is given, has:
 - (i) no conflicting interest of the type referred to in clauses 32, 33 and 34; and

- (ii) no conflicting duty to any other client or person; and
- (b) is not a member of a practice in which any other member has a conflicting interest or duty of the type referred to in paragraph (a)

informed consent means consent given by the client after the matter in respect of which the consent is sought and the material risks of and alternatives to the proposed course of action have been explained to the client and the lawyer believes, on reasonable grounds, that the client understands the issues involved;

Law Society means the Vanuatu Law Society Law Society;

member, in relation to a practice, means and includes:

- (a) a lawyer who owns the practice either solely or with other lawyers; and
- (b) a lawyer who is a partner in the practice or is employed by the practice; and
- (c) in the case of an incorporated law practice, a lawyer who is a director, shareholder, or employee of the practice;

practice means a law practice, whether conducted by a lawyer, a partnership of lawyers, or an incorporated law firm;

public authority means any tribunal, commission, panel, board, parliamentary committee, or body, which in each case carries out a public function;

real estate services means services that a lawyer or incorporated law firm provides by undertaking the work of a real estate agent;

retainer means an agreement by which a lawyer undertakes to provide or does provide legal services to a client, whether that agreement is express or implied, whether recorded in writing or not, and whether payment is to be made by the client or not.

- (2) For the purposes of this rule, where a person resides or has a place of business in an overseas country, the term lawyer includes a member of the legal profession of the relevant country.

- (3) In these rules, unless the context otherwise requires, any reference to a rule extends to and includes all of its subclauses and paragraphs.

2 Conduct for which lawyer may be disciplined

The types of conduct, including criminal offences, for which a lawyer or former lawyer may be disciplined are as follows:

- (a) misconduct; or
- (b) unsatisfactory conduct; or
- (c) negligence or incompetence in a lawyer's professional capacity of such a degree or so frequent as to reflect on the lawyer's fitness to practise, or as to bring the legal profession into disrepute; or
- (d) conviction of an offence punishable by imprisonment where the conviction reflects on the lawyer's fitness to practise, or tends to bring the legal profession into disrepute.

3 Provision of information

Any information that a lawyer is required to provide to a client under these rules must be provided in a manner that is clear and not misleading given the identity and capabilities of the client and the nature of the information.

4 Electronic provision of information

- (1) A requirement in these rules to provide a client with information is satisfied by providing the information:
 - (a) in writing; or
 - (b) in an acceptable electronic form.
- (2) Unless a client otherwise instructs, an electronic form is acceptable if the information is readily accessible to the client concerned and is available for subsequent reference.
- (3) This rule applies whether or not a particular rule states that information is to be given in writing.

PART 2 RULE OF LAW AND ADMINISTRATION OF JUSTICE

5 Obligation of lawyers

- (1) A lawyer is obliged to uphold the rule of law and to facilitate the administration of justice.
- (2) The overriding duty of a lawyer is as an officer of the court.
- (3) A lawyer must not attempt to obstruct, prevent, pervert, or defeat the course of justice.

6 Proper purpose

- (1) A lawyer must use legal processes only for proper purposes.
- (2) A lawyer must not use, or knowingly assist in using, the law or legal processes for the purpose of causing unnecessary embarrassment, distress, or inconvenience to another person's reputation, interests, or occupation.

7 Assisting in fraud or crime

- (1) A lawyer must not advise a client to engage in conduct that the lawyer knows to be fraudulent or criminal, nor assist any person in an activity that the lawyer knows is fraudulent or criminal.
- (2) A lawyer must not knowingly assist in the concealment of fraud or crime.
- (3) Subject to subclauses (1) and (2), a lawyer may assist a client in seeking to avoid or minimise any penalty or adverse effects that flow from fraud or crime.

8 Certifications

- (1) A lawyer must not certify the truth of any matter to any person unless he or she believes on reasonable grounds that the matter certified is true after having taken appropriate steps to ensure the accuracy of the certification.
- (2) If a lawyer subsequently discovers that a certificate given by the lawyer was or has become inaccurate or incomplete to a material extent, the lawyer must immediately take reasonable steps to correct the certificate.

9 Threats

A lawyer must not threaten, expressly or by implication, to make any accusation against a person or to disclose something about any person for any improper purpose.

10 Reporting misconduct

- (1) Subject to the obligation on a lawyer to protect privileged communications, a lawyer who has reasonable grounds to suspect that another lawyer has been guilty of misconduct must make a confidential report to the Law Council at the earliest opportunity.
- (2) This rule applies despite the lawyer's duty to protect confidential non-privileged information.
- (3) If a report by a lawyer to the Law Society under subclause (1) may breach the lawyer's duty to protect confidential non-privileged information, the lawyer must also advise his or her client of the report.
- (4) Subject to the obligation on a lawyer to protect privileged communications, a lawyer who has reasonable grounds to suspect that another lawyer has been guilty of unsatisfactory conduct may make a confidential report to the Law Council, in which case subclause (1) will likewise apply.

11 Use of threats

A lawyer must not use, or threaten to use, the complaints or disciplinary process for an improper purpose.

12 Unauthorised practice of law

If a lawyer learns that a person is committing an offence by:

- (a) holding himself out as a barrister & solicitor; or
- (b) providing unauthorised conveyancing services; or
- (c) providing legal services in breach of any written law (which relate to persons, not being lawyers, engaging in misleading conduct regarding their right or qualifications to practise law),

the lawyer must immediately report the matter to the Law Society and, unless it is contrary to the interests of the lawyer's client, refuse to deal with that person.

PART 3 COMPETENCE AND CLIENT SERVICE

13 Competent client Service

In providing regulated services to a client, a lawyer must always act competently and in a timely manner consistent with the terms of the retainer and the duty to take reasonable care.

14 Respect and courtesy

- (1) A lawyer must at all times treat a client with respect and courtesy and must not act in a discriminatory manner.
- (2) A lawyer must respond to inquiries from the client in a timely manner.
- (3) A lawyer must inform the client if there are any material and unexpected delays in a matter.

15 Provision of information

- (1) A lawyer must, in advance, provide a client with information in writing on the principal aspects of client service including the following:
 - (a) the basis on which the fees will be charged; and
 - (b) when payment of fees is to be made; and
 - (c) whether the fee may be deducted from funds held in trust on behalf of the client.
- (2) A lawyer must, prior to undertaking significant work under a retainer, provide in writing to the client the following information:
 - (a) a copy of the client care and service information set out in the preface to these rules; and
 - (b) the name and status of the person or persons who will have the general carriage of, or overall responsibility for, the work; and
 - (c) any provision in the retainer that limits the extent of the lawyer's or the practice's obligation to the client or limits or excludes liability.

- (3) The terms of any limitations provided under paragraph (2)(c) must be fair and reasonable having regard to the nature of the legal services to be provided and the surrounding circumstances.

16 Inaccurate information

- (1) If information provided by a lawyer under subclause 15(1) or (2) becomes inaccurate in a material respect, the lawyer must ensure that the information is updated as soon as possible.
- (2) Subclause 15(1) and (2) are complied with if a lawyer has previously provided a client with the information required and the information remains accurate.

17 Exceptions to clause 15

Subclauses 15(1) and (2) do not apply in the following circumstances:

- (a) if the lawyer is instructed by another lawyer or by a member of the legal profession in an overseas country, unless the fee information or other advice is requested by the instructing lawyer or member of the legal profession, as the case may be; or
- (b) if it is, in the circumstances, impracticable for the lawyer to provide the information referred to in those rules; or
- (c) if there is no reasonable likelihood that the client will understand the information because the client:
 - (i) is of a young age; or
 - (ii) is a person with a mental health issue or disability; or
- (d) in respect of regulated services rendered by an in-house lawyer to his or her employer where the in-house lawyer is engaged under an employment agreement.

18 Complaints mechanisms

- (1) A lawyer must ensure that the his or her practice establishes and maintains appropriate procedures for handling complaints by clients with a view to ensuring that each complaint is dealt with promptly and fairly by the practice.

- (2) When a lawyer owns a sole practice, the complaints procedure may include the reference of complaints to an independent lawyer for consideration.
- (3) This rule does not bind a lawyer whose status in a practice is solely that of an employee.

19 Continuing education

A lawyer must undertake the continuing legal education and professional development as provided for by Vanuatu Law Society Act No. 3 of 2010 which is necessary to ensure an adequate level of knowledge and competence in his or her field of practice.

PART 4 AVAILABILITY OF LAWYERS TO PUBLIC AND RETAINERS

20 Availability of lawyer

A lawyer as a professional person must be available to the public and must not, without good cause, refuse to accept instructions from any client or prospective client for services within the reserved areas of work that are within the lawyer's fields of practice.

21 Good cause for refusing instructions

- (1) Despite clause 20, a lawyer may refuse to accept instructions if:
 - (a) there is a lack of available time; or
 - (b) the instructions fall outside the lawyer's normal field of practice; or
 - (c) the instructions would require the lawyer to breach any professional obligation, and the unwillingness or inability of the prospective client to pay the normal fee of the lawyer concerned for the relevant work.
- (2) The following do not constitute a good cause to refuse to accept instructions:
 - (a) any grounds of discrimination prohibited by the Constitution of the Republic of Vanuatu or any other written law; or
 - (b) any personal attributes of the prospective client; or
 - (c) the merits of the matter upon which the lawyer is consulted.

22 Declining instructions

- (1) A lawyer who has a retainer under which he or she is to remain available to receive instructions from the client concerned is entitled to decline instructions from others that would be inconsistent with the lawyer's obligations under the retainer.
- (2) A lawyer who declines instructions under subclause (1) must give reasonable assistance to the person concerned if requested by that client to find another lawyer.

23 Duty to complete retainer

- (1) A lawyer who has been retained by a client must complete the regulated services required by the client under the retainer unless:
- (a) the lawyer is discharged from the engagement by the client; or
 - (b) the lawyer and the client have agreed that the lawyer is no longer to act for the client; or
 - (c) the lawyer terminates the retainer for good cause and after giving reasonable notice to the client specifying the grounds for termination.
- (2) Good cause under paragraph (1)(c) includes:
- (a) instructions that require the lawyer to breach any professional obligation; or
 - (b) the inability or failure of the client to pay a fee on the agreed basis or, in the absence of an agreed basis, a reasonable fee at the appropriate time; or
 - (c) the client misleading or deceiving the lawyer in a material respect; or
 - (d) the client failing to provide instructions to the lawyer in a sufficiently timely manner; or
 - (e) except in litigation matters, the adoption by the client against the advice of the lawyer of a course of action that the lawyer believes is highly imprudent and may be inconsistent with the lawyer's fundamental obligations.

24 Termination of retainer by lawyer

- (1) A lawyer must not terminate a retainer or withdraw from proceedings on the ground that the client has failed to make arrangements satisfactory to the lawyer for payment of the lawyer's costs, unless the lawyer has:
- (a) had due regard to his or her fiduciary duties to the client concerned; and
 - (b) given the client reasonable notice to enable the client to make alternative arrangements for representation.

- (2) A lawyer who terminates a retainer must give reasonable assistance to the client to find another lawyer.
- (3) To avoid doubt, the matters set out in subclause 21(2) do not constitute a good cause to terminate a retainer.

25 Termination of retainer by client

- (1) A client may terminate a retainer at any time subject only to compliance with any agreed terms in the retainer as to grounds and notice for termination, which are reasonable in the circumstances of the particular case.
- (2) The termination of a retainer by the client does not affect any entitlement of the lawyer to be reimbursed for services reasonably and properly provided to the client prior to the termination of the retainer and any entitlement of the lawyer to seek damages for breach of a fixed-term retainer when it is reasonable to do so in the circumstances of the particular case.
- (3) A lawyer has no proprietary interest in a client and must not exert undue pressure on a client not to terminate a retainer or to re-engage the lawyer after termination of the retainer.

26 Right of former client to uplift documents etc

- (1) Subject to any statutory provisions to the contrary, upon changing lawyers a client has the right either in person or through the new lawyer to uplift all documents, records, funds, or property held on the client's behalf.
- (2) The former lawyer must act upon any written request to uplift documents without undue delay subject only to any lien that the former lawyer may claim.
- (3) If the matter in issue is urgent, the former lawyer who holds a lien over documents must make the documents available to the client's new lawyer on receipt of an undertaking from the new lawyer that the former lawyer's fee will be paid in priority to the fee of the new lawyer.

27 Declining to release funds of former client

If a client changes lawyers, and funds, documents, or property of the former client are the subject of an undertaking given by the former lawyer to a third party, the former lawyer may decline to release the funds, documents, or property concerned

to the new lawyer or client until the former lawyer is discharged from the undertaking to the third party.

28 Interest of the client must be foremost

Subject to the former lawyer's legal right to a lien, the interests of the client must be foremost in facilitating the transfer of the client's documents and records.

29 Retaining copies of former clients documents etc

Subclause 25(3) does not prevent:

- (a) the inclusion in a retainer of a term authorising the lawyer to retain copies of the client's documents and records; or
- (b) a practice from retaining copies of the client's documents and records on termination of the retainer so long as it is reasonably considered that it will or may be necessary to refer to the documents or records for the purpose of defending any complaint or claim by the client or other proceedings against the practice.

30 Administration of oaths and declarations

- (1) Subject to his or her availability, a lawyer holding a practising certificate as a barrister and solicitor must administer oaths and take declarations.
- (2) A lawyer must not administer an oath or take a declaration in any case where the lawyer lacks or may appear to lack the necessary independence.
- (3) A lawyer must not administer an oath or take a declaration in any case where there is good reason for the lawyer to believe that the matters sworn or declared are false.
- (4) A lawyer must administer an oath or take a declaration in a manner consistent with the lawyer's professional obligations.
- (5) A lawyer administering an oath or taking a declaration is not responsible for the contents of the document sworn or declared and is not obliged to read it.
- (6) A lawyer must not request or procure any other lawyer to administer an oath or take a declaration in breach of these clause.

PART 5 CONFLICT OF INTEREST

31 Lawyer to act independently

A lawyer must be independent and free from compromising influences or loyalties when providing services to his or her clients.

32 Independent judgement and advice

- (1) The relationship between lawyer and client is one of confidence and trust that must never be abused.
- (2) The professional judgement of a lawyer must at all times be exercised within the bounds of the law and the professional obligations of the lawyer solely for the benefit of the client.
- (3) A lawyer must at all times exercise independent professional judgement on a client's behalf. A lawyer must give objective advice to the client based on the lawyer's understanding of the law.

32 Conflicting interests

- (1) A lawyer must not act or continue to act if there is a conflict or a risk of a conflict between the interests of the lawyer and the interests of a client for whom the lawyer is acting or proposing to act.
- (2) If a lawyer has an interest that touches on the matter in respect of which regulated services are required, the existence of that interest must be disclosed to the client or prospective client irrespective of whether a conflict exists.
- (3) A lawyer must not act for a client in any transaction in which the lawyer has an interest unless the matter is not contentious and the interests of the lawyer and the client correspond in all respects.
- (4) A lawyer must not enter into any financial, business, or property transaction or relationship with a client if there is a possibility of the relationship of confidence and trust between lawyer and client being compromised.
- (5) A lawyer who enters into any financial, business, or property transaction or relationship with a client must advise the client of the right to receive independent advice in respect of the matter and explain to the client that

should a conflict of interest arise the lawyer must cease to act for the client on the matter and, without the client's informed consent, on any other matters.

- (6) Subclause (5) does not apply if:
- (a) the client and the lawyer have a close personal relationship; or
 - (b) the transaction is a contract for the supply by the client of goods or services in the normal course of the client's business; or
 - (c) a lawyer subscribes for or otherwise acquires shares in a listed company for which the lawyer's practice acts.
- (7) In this clause, a lawyer is deemed to be a party to a transaction if the transaction is between entities that are related to the lawyer by control (including a trusteeship, directorship, or the holding of a power of attorney) or ownership (including a shareholding), or between parties with whom the lawyer or client has a close personal relationship.

33 Conflicting business interests

- (1) A lawyer must not engage in a business or professional activity other than the practice of law where the business or professional activity would or could reasonably be expected to compromise the discharge of the lawyer's professional obligations.
- (2) If a lawyer or the lawyer's practice provides, or intends to provide to clients, services other than regulated services, the services must:
- (a) be associated with the provision of regulated services; and
 - (b) be provided by the lawyer or the lawyer's practice or by an entity in which the lawyer or the lawyer's practice has a controlling interest.

34 Third party conflicts of interest

- (1) A lawyer must ensure that the existence of a close personal relationship with a third party does not compromise the discharge of the duties owed to a client.
- (2) A lawyer must not act if there is a conflict of interest or an appearance of a conflict of interest between a client and a third party with whom the lawyer has a close personal relationship.

- (3) If a person with whom the lawyer has a close personal relationship has an interest in the matter being dealt with or proposed to be dealt with on behalf of the client, the existence of that close personal relationship and the nature of the interest must be disclosed to the client or prospective client irrespective of whether an actual conflict of interest exists.
- (4) A lawyer is not precluded from acting for a client solely because another lawyer in the lawyer's practice has a close personal relationship with a person whose interests conflict with the interests of the lawyer's client.
- (5) If 2 or more lawyers are in a close personal relationship with each other they must disclose this to their clients.
- (6) If both lawyers are retained by their respective clients before the close personal relationship is established, then, in the absence of both clients' consent to their respective lawyers continuing to act, the lawyer retained later in time must cease to act.
- (7) A lawyer is not precluded from acting for a client because another lawyer in his or her practice has a close personal relationship with the lawyer acting for the opposing party.

35 Personal relationships

- (1) A lawyer must not enter into an intimate personal relationship with a client where to do so would or could be inconsistent with the trust and confidence reposed by the client.
- (2) A lawyer must not enter into an intimate personal relationship with a client where the lawyer is representing the client in any domestic violence matter.

36 Gifts

- (1) A lawyer must not accept a gift from a client if there is a possibility of the gift being or appearing to be inconsistent with the trust and confidence reposed by the client.
- (2) In any case where a lawyer proposes to accept a gift of a significant amount or value, the lawyer may do so only if the client has taken prior independent advice in respect of the matter.
- (3) This clause extends to gifts from clients to any person with whom the lawyer has a close personal relationship or to any member of the lawyer's practice.

37 Collateral rewards

- (1) A lawyer must not directly or indirectly offer to, or receive from, a third party any reward or inducement in respect of any advice given, referrals made, products or services purchased, or any work done for a client.
- (2) This clause does not apply to arrangements under which a third party has agreed to pay or contribute to normal fees payable by a client with the knowledge and consent of that client.

38 Drafting instruments

- (1) A lawyer must not draft or assist in drafting a provision of a will or other instrument under which the lawyer may take a benefit other than a benefit normally attached to acting in a professional capacity in respect of the will or instrument unless, before the execution of the will or instrument, the person concerned has taken independent advice.
- (2) It is not a breach of this rule for a member of the lawyer's practice (other than the proposed beneficiary) to assist in the drafting of the will or instrument if the testator (or donor) is related by blood or marriage to the proposed beneficiary or has a close personal relationship with the proposed beneficiary.
- (3) This rule extends to the drafting of wills or other instruments under which a person with whom the lawyer has a close personal relationship, or any member of his or her practice, may benefit.

39 Claims against lawyer

- (1) When a lawyer becomes aware that a client has or may have a claim against him or her, the lawyer must immediately do the following:
 - (a) advise the client to seek independent advice; and
 - (b) inform the client that he or she may no longer act unless the client, after receiving independent advice, gives informed consent.
- (2) A lawyer may resume acting for a former client where the matter in dispute has been resolved.

PART 6 CLIENT INTERESTS

40 Client interests

In acting for a client, a lawyer must, within the bounds of the law and these rules, protect and promote the interests of the client to the exclusion of the interests of third parties.

41 Conflicting duties

- (1) A lawyer must not act for more than 1 client on a matter in any circumstances where there is a more than negligible risk that the lawyer may be unable to discharge the obligations owed to 1 or more of the clients.
- (2) Subject to the above, a lawyer may act for more than 1 party in respect of the same transaction or matter where the prior informed consent of all parties concerned is obtained.
- (3) Despite subclause (2), if a lawyer is acting for more than 1 client in respect of a matter and it becomes apparent that the lawyer will no longer be able to discharge the obligations owed to all of the clients for whom the lawyer acts, the lawyer must immediately inform each of the clients of this fact and terminate the retainers with all of the clients.
- (4) Despite subclause (3), a lawyer may continue to act for 1 client provided that the other clients concerned, after receiving independent advice, give informed consent to the lawyer continuing to act for the client and no duties to the consenting clients have been or will be breached.
- (5) Subclause (1) applies with any necessary modifications whenever lawyers who are members of the same practice act for more than 1 party.
- (6) An information barrier within a practice does not affect the application of, nor the obligation to comply with, subclause (1) or (5).

42 Conflicting office

A lawyer must not act in any matter where, by virtue of membership of a public authority by the lawyer, a member of the lawyer's practice, or a member of the lawyer's family:

- (a) a significant risk of a conflict exists; or

- (b) it may reasonably be concluded that the lawyer or his or her practice are able to make use of the membership to the advantage of the client; or
- (c) the lawyer's ability to advise the client properly and independently is compromised.

PART 7 DISCLOSURE AND COMMUNICATION OF INFORMATION TO CLIENTS

43 Disclosure and communication of information

- (1) A lawyer must promptly disclose to a client all information that the lawyer has or acquires that is relevant to the matter in respect of which the lawyer is engaged by the client.
- (2) A lawyer must take reasonable steps to ensure that a client understands the nature of the retainer and must keep the client informed about progress on the retainer. A lawyer must also consult the client (not being another lawyer acting in a professional capacity) about the steps to be taken to implement the client's instructions.
- (2) A lawyer must promptly answer requests for information or other inquiries from the client.
- (3) A lawyer is not required to disclose information to the client if:
 - (a) the client has given informed consent to the non-disclosure of particular information; or
 - (b) the disclosure would be likely to place at risk the health (including mental health) or safety of the client or any other person; or
 - (c) disclosure would be in breach of law or in breach of an order of the Court; or
 - (d) the information relates to a proposed retainer that the lawyer has declined.
- (4) A lawyer must not agree to receive information on the basis that it will not be disclosed to his or her client unless the client has given informed consent to this.
- (5) An undertaking by a lawyer to a third party (whether another client or not) to keep information confidential does not relieve the lawyer of the duty to disclose that information to the client unless the client has given his or her informed consent to the undertaking.
- (6) When a matter is completed, the lawyer must advise the client accordingly, provide a brief summary of the work undertaken (to the extent that this has

not previously been provided) and, where appropriate, identify any necessary future action by the client or the lawyer.

- (7) Subclauses (1) to (6) apply where a lawyer is instructed by another lawyer on behalf of a client of the instructing lawyer and in that event, unless otherwise requested, the lawyer should deal with and report to the instructing lawyer rather than the lay client.

PART 8 CONFIDENTIALITY

44 Confidential information

A lawyer has a duty to protect and to hold in strict confidence all information concerning a client, the retainer, and the client's business and affairs acquired in the course of the professional relationship.

45 Duration of duty of confidence

- (1) A lawyer's duty of confidence commences from the time a person makes a disclosure to the lawyer in relation to a proposed retainer (whether or not a retainer eventuates) and continues indefinitely after the person concerned has ceased to be the lawyer's client.
- (2) Upon the death of a client or former client, the right to confidentiality passes to the client's personal representatives.
- (3) If an incorporated client goes into receivership, liquidation, or voluntary administration, the duty of confidentiality owed to the corporation under the direction of the receiver, liquidator, or administrator remains but confidentiality relating to the business and affairs of shareholders and directors of the client (if the lawyer acted for those parties), remains with those individuals.

46 When disclosure is required

- (1) A lawyer must disclose confidential information if:
 - (a) the information relates to the anticipated or proposed commission of a crime that is punishable by imprisonment for 3 years or more; or
 - (b) the lawyer reasonably believes that disclosure is necessary to prevent a serious risk to the health or safety of any person; or
 - (c) disclosure is required by clause 10; or
 - (d) disclosure is required by law, or by order of a court, or by virtue of the lawyer's duty to the court.
- (2) If a lawyer discloses information under this clause, it must be only to an appropriate person and only to the extent reasonably necessary for the required purpose.

47 When disclosure is permitted

- (1) A lawyer may disclose confidential information relating to the business or affairs of a client to a third party if:
 - (a) the client expressly or impliedly authorises the disclosure (and where the information is confidential to more than 1 client, all clients have authorised the disclosure); or
 - (b) the information relates to the anticipated commission of a crime or fraud; or
 - (c) it is necessary to protect the interests of the client in circumstances where, due to incapacity, the client is unable effectively to protect his or her own interests; or
 - (d) the lawyer reasonably believes that the lawyer's services have been used by the client to perpetrate or conceal a crime or fraud and disclosure is required to prevent, mitigate, or rectify substantial injury to the interests, property, or reputation of another person that is reasonably likely to result or has resulted from the client's commission of the crime or fraud; or
 - (e) disclosure is necessary for the lawyer to seek guidance from another lawyer in respect of a proper course of professional conduct, and in such case that other lawyer is bound to maintain the confidence of the client; or
 - (f) disclosure is necessary for the effective operation of the lawyer's practice including arranging insurance cover or collection of professional fees; or
 - (g) disclosure is necessary to answer or defend any complaint, claim, allegation, or proceedings against the lawyer by the client.
- (2) If a lawyer discloses information under this clause, it should be only to the appropriate person or entity and only to the extent reasonably necessary for the permitted purpose.
- (3) In this clause, **client** includes a former client.

48 Use of confidential information prohibited

- (1) A lawyer must not use information that is confidential to a client (including a former client) for the benefit of any other person or of the lawyer.
- (2) A lawyer must not act for a client against a former client of the lawyer or of any other member of the lawyer's practice if:
 - (a) the practice or a lawyer in the practice holds information confidential to the former client; and
 - (b) disclosure of the confidential information would be likely to affect the interests of the former client adversely; and
 - (c) there is a more than negligible risk of disclosure of the confidential information; and
 - (d) the fiduciary obligation owed to the former client would be undermined.
- (3) Subclause (1) is not breached if there is an effective information barrier between the lawyer who holds the confidential information of the former client and the lawyer who proposes to act for the new client.
- (4) An information barrier is effective when, in all the circumstances, there is a negligible risk that the confidential information in respect of the former client will be or has been disclosed to the new client or to any lawyer acting for the new client.
- (5) Unless the lawyer is unable to contact the former client, particulars of any information barrier must be disclosed to the former client prior to the lawyer commencing to act for the new client.
- (6) For the purposes of this clause, confidential information is presumed to be held by a practice when any lawyer who is a member of the practice has been a member of another practice that held the confidential information when that lawyer was a member, unless the lawyer concerned can demonstrate that he or she is not aware of the relevant confidential information.

49 Other confidential information

- (1) A lawyer must not breach or risk breaching a duty of confidence owed by the lawyer that has arisen outside a lawyer-client relationship, whether to benefit the lawyer, a client, or otherwise.
- (2) In such a case the lawyer must not act for a client against a person in respect of whom confidential information relevant to the matter in issue is held.

PART 9 FEES

50 General

A lawyer must not charge a client more than a fee that is fair and reasonable for the services provided, having regard to the interests of both client and lawyer and having regard also to the factors set out in clause 51.

51 Reasonable fee factors

The factors that are 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;

- (m) the fee customarily charged in the market and locality for similar legal services.

52 Fee agreements.

The terms of any fee agreement between a lawyer and client must be fair and reasonable, having regard to the interests of both client and lawyer.

53 Fees in advance

A lawyer who wishes to debit fees held in trust or to receive funds to cover fees in advance must inform the client in writing.

54 Fee information and advice

A lawyer must upon request provide an estimate of fees and inform the client promptly if it becomes apparent that the fee estimate is likely to be exceeded.

55 Final account

- (1) A lawyer must render a final account to the client or person charged within a reasonable time of concluding a matter or the retainer being otherwise terminated.
- (2) The lawyer must provide with the account sufficient information to identify the matter, the period to which it relates, and the work undertaken.

56 Conditional fee agreements

- (1) A lawyer may enter into a conditional fee agreement with a client.
- (2) If a lawyer enters into a conditional fee agreement with a client, the lawyer must ensure that;
 - (a) before entering into the conditional fee agreement, the lawyer has informed the client of any other appropriate arrangements that may be available; and
 - (b) the total fee charged at the conclusion of the matter is fair and reasonable in accordance with this Part.
- (2) A conditional fee agreement (including an amendment or variation to a conditional fee agreement) must be in writing and must provide:

- (a) the method by which the fee is to be determined; and
- (b) the condition or conditions that will amount to success and upon the occurrence of which the fees or any part of them will become payable; and
- (c) whether there are any fees or expenses for which the client will be liable whether or not the client succeeds; and
- (d) the basis upon which either party may terminate the agreement and what the liability for fees on termination will be; and
- (e) the method by which the fee is to be determined in the event that an offer of settlement or compromise is made in respect of the matter, which the client declines to accept against the advice of the lawyer; and
- (t) the circumstances in which the client may be liable to pay the costs of any other party to the proceedings; and
- (g) that the client may give notice cancelling the conditional fee agreement within 5 working days after it has been entered into by the client on the basis that the lawyer may charge a normal fee for any work done during that period.

57 Conditional fee statement

Upon conclusion of a matter that is the subject of a conditional fee charge, the lawyer must provide the client with an account that discloses the normal fee and also the premium.

58 Fee sharing

The sharing of a fee between lawyers is permitted where all the lawyers concerned have provided regulated services in relation to the matter and the total fee is fair and reasonable.

PART 10 PROFESSIONAL DEALINGS

59 Professionalism

A lawyer must promote and maintain proper standards of professionalism in the lawyer's dealings.

60 Respect and courtesy

A lawyer must treat other lawyers with respect and courtesy.

61 Communicating with another lawyer's client

- (1) A lawyer acting in a matter must not communicate directly with a person whom the lawyer knows is represented by another lawyer in that matter except as authorised in this clause.
- (2) A lawyer may communicate directly with a person whom the lawyer knows is represented by another lawyer where the matter is urgent and it is not possible to contact that person's lawyer or an appropriate member of his or her practice.
- (3) In communicating with the other lawyer's client directly under subclause (1), the lawyer must act fairly towards the other lawyer's client at all times and must promptly notify the other lawyer of the details of the communication.
- (4) A lawyer may communicate directly with a person if the lawyer reasonably believes that that person is no longer represented by another lawyer. In that event, the other lawyer must be notified in advance of the lawyer's intention to communicate directly with that person.
- (5) A lawyer may communicate directly with a former client who is represented by a new lawyer for the purpose of confirming the client's instructions and arranging for the orderly transfer of the client's matters to the new lawyer.
- (6) A lawyer may recommend to a client that the client make direct contact with any other party.
- (7) A lawyer may communicate directly with a person represented by another lawyer where the person consents to the communication and the other lawyer has been given reasonable notice of the intended communication.

In communicating with the other lawyer's client directly, the lawyer must act fairly towards the other lawyer's client at all times.

- (8) A lawyer may communicate directly with a person represented by another lawyer where that communication is a notice or proceeding or other document that must be given to that person in order to be effective.

62 Undertakings

- (1) A lawyer must honour all undertakings, whether written or oral, that he or she gives to any person in the course of practice.
- (2) This rule applies whether the undertaking is given by the lawyer personally or by any other member of the lawyer's practice.
- (3) This clause applies unless the lawyer giving the undertaking makes it clear that the undertaking is given on behalf of a client and that the lawyer is not personally responsible for its performance.
- (4) A lawyer who receives funds on terms requiring the lawyer to hold the funds in a trust account as a stakeholder must adhere strictly to those terms and disburse the funds only in accordance with them.

63 Payments

- (1) A lawyer must not:
 - (a) stop a trust account cheque drawn on the trust account of the practice of which the lawyer is a member, or a bank cheque, which in either case is payable to another practice, or to a conveyancing practitioner, or to an incorporated conveyancing firm; or
 - (b) cancel, reverse, or amend an order for payment made to another practice, conveyancing practitioner, or incorporated conveyancing firm by way of electronic transfer :&om the trust account of the practice of which the lawyer is a member,

once the cheque or printed verification of the electronic transfer instructions has been handed or dispatched to the payee.
- (2) Subclause (1) does not apply where the payment:
 - (a) is induced by fraud; or

- (b) arises from a mistake in the identity of the payee or the payee's client; or
 - (c) is made in other circumstances that are of an exceptional nature.
- (3) If a lawyer stops a payment or cancels, reverses, or amends an order for payment, the lawyer must immediately advise the payee of the action that has been taken.

64 Fees of other lawyers

- (1) A lawyer who, acting in a professional capacity, instructs another lawyer, must pay the other lawyer's account promptly and in full unless agreement to the contrary is reached, or the fee is promptly disputed through proper professional channels.
- (2) If the instructing lawyer and the lawyer undertaking the work have agreed that the instructing lawyer's client is to be solely responsible for paying the lawyer's account then (unless agreed otherwise), the instructing lawyer must use all reasonable endeavours to ensure the client pays the account and must promptly inform the instructed lawyer if it appears that the client will be unable or unwilling to pay the account.
- (3) This clause applies to the accounts of both local and foreign lawyers.

65 Making recordings

A lawyer must not, in the course of his or her professional activity, make a video or sound recording of any person without first informing the person of the lawyer's intention to do so.

PART 11 PROPER PROFESSIONAL PRACTICE

66 Proper practice

A lawyer's practice must be administered in a manner that ensures that the duties to the court and existing, prospective, and former clients are adhered to, and that the reputation of the legal profession is preserved.

67 Misleading and deceptive conduct

A lawyer must not engage in conduct that is misleading or deceptive or likely to mislead or deceive anyone on any aspect of the lawyer's practice.

68 Direct solicitation

A lawyer must not directly contact a prospective client:

- (a) in a way that is intrusive, offensive, or inappropriate; or
- (b) if the lawyer knows or should know that the physical, emotional, or mental state of the person is such that the person could not exercise reasonable judgement in engaging a lawyer, or the lawyer is aware that the prospective client does not wish to be contacted by the lawyer.

69 Supervision and management

A lawyer in practice on his or her own account must ensure that the conduct of the practice (including separate places of business) and the conduct of employees is at all times competently supervised and managed by a lawyer who is qualified to practise on his or her own account.

70 Prevention of crime or fraud

A lawyer must take all reasonable steps to prevent any person perpetrating a crime or fraud through the lawyer's practice. This includes taking reasonable steps to ensure the security of and access to electronic systems and passwords.

PART 12 THIRD PARTIES

71 Third parties

- (1) A lawyer must, when acting in a professional capacity, conduct dealings with others, including self-represented persons, with integrity, respect, and courtesy.

- (2) When a lawyer knows that a person is self-represented, the lawyer should normally inform that person of the right to take legal advice.

72 Third party fees

If a lawyer instructs a third party on behalf of a client to render services in the absence of an arrangement to the contrary, the lawyer is personally responsible for payment of the third party's fees, costs, and expenses.

PART 13 LAWYERS AS OFFICERS OF COURT

73 Officers of the Court

The overriding duty of a lawyer acting in litigation is to the court concerned. Subject to this, the lawyer has a duty to act in the best interests of his or her client without regard for the personal interests of the lawyer.

74 Duty of fidelity to court

A lawyer has an absolute duty of honesty to the court and must not mislead or deceive the court.

75 Protection of court processes

(1) A lawyer must not act in a way that undermines the processes of the court or the dignity of the judiciary.

(2) A lawyer must treat others involved in court processes with respect.

(3) A lawyer must not discuss any case or matter before the court with any judicial officer involved in the proceeding either formally or informally outside of the rules of procedure that permit matters to be raised in the absence of the other party (such as in cases of urgency or where an ex parte application is justified). In cases of doubt, the lawyers for other parties (or if a party is not represented, then the party concerned) should be informed of any matters being brought before the court.

(4) A lawyer must not, during the conduct of a proceeding, engage in any relationship with a witness that may have the effect or appear to have the effect of interfering with the fair disposition of the proceeding.

76 Informed instructions

(1) Subject to the lawyer's overriding duty to the court, a lawyer must obtain and follow a client's instructions on significant decisions in respect of the conduct of litigation.

(2) Instructions followed under subclause (1) should be taken after the client is informed by the lawyer of the nature of the decisions to be made and the consequences of them.

77 Alternatives to litigation

A lawyer assisting a client with the resolution of a dispute must keep the client advised of alternatives to litigation that are reasonably available (unless the lawyer believes on reasonable grounds that the client already has an understanding of those alternatives) to enable the client to make informed decisions regarding the resolution of the dispute.

78 Independence in litigation

- (1) A lawyer engaged in litigation for a client must maintain his or her independence at all times.
- (2) A lawyer must not act in a proceeding if the lawyer may be required to give evidence of a contentious nature (whether in person or by sworn statement) in the matter.
- (3) If, after a lawyer has commenced acting in a proceeding, it becomes apparent that the lawyer or a member of the lawyer's practice is to give evidence of a contentious nature, the lawyer must immediately inform the court and, unless the court directs otherwise, cease acting.
- (4) A lawyer must not act in a proceeding if the conduct or advice of the lawyer or of another member of the lawyer's practice is in issue in the matter before the court.
- (5) Subclause (4) does not apply where the lawyer is acting for himself or herself, or for the member of the practice whose actions are in issue.
- (6) A lawyer must not make submissions or express views to a court on any material evidence or material issue in a case in terms that convey or appear to convey the lawyer's personal opinion on the merits of that evidence or issue.
- (7) A lawyer or lawyers who are members of the same practice must not act in a dispute for 2 or more parties whose interests are not the same or where the lawyer or practice will be unable to ensure the discharge of any duty owed to any party to the dispute.
- (8) If, having commenced to act for more than 1 party to a dispute, it becomes apparent that the lawyer or lawyers who are members of the same practice will not be able to ensure the discharge of all duties owed to the respective parties, the lawyer or practice must cease acting for all parties immediately.

- (9) A lawyer or lawyers who are members of the same practice may, however, continue to act for 1 client provided that the other party, after receiving independent advice, gives informed consent at the time the dispute arises to the lawyer or practice continuing to act for the other party and no duties to the consenting party have been or will be breached.

79 Lawyer as witness

If a lawyer is approached to give evidence in a court proceeding that relates to a matter in which the lawyer acted, the lawyer must not be obstructive and must, subject to the rules of privilege and the duty of confidence, provide all information relevant to the matter in issue to any party to the proceeding and to the court that the lawyer would be obliged to provide if subpoenaed as a witness.

80 Reputation of other parties

- (1) A lawyer engaged in litigation must not attack a person's reputation without good cause in court or in documents filed in court proceedings.
- (2) A lawyer must not be a party to the filing of any document in court alleging fraud, dishonesty, undue influence, duress, or other reprehensible conduct, unless the lawyer has taken appropriate steps to ensure that reasonable grounds for making the allegation exists.
- (3) Allegations should not be made against persons not involved in the proceeding unless they are necessary to the conduct of the litigation and reasonable steps are taken to ensure the accuracy of the allegations and, where appropriate, the protection of the privacy of those persons.

81 Discovery and privilege

- (1) A lawyer who acts for a party in a proceeding must, to the best of the lawyer's ability, ensure that disclosure obligations are fully complied with by the lawyer's client and that the rules of privilege are adhered to.
- (2) A lawyer must not continue to act if, to the lawyer's knowledge, there has been a breach of discovery obligations by the lawyer's client and the client refuses to remedy that breach.
- (3) A lawyer acting for a litigant must advise the client of the scope of the client's obligations in respect of discovery, including the continuing nature of those obligations up to and including the time of final judgment, and

that disclosed documents may be used only for the purposes of the litigation and not for any other purpose.

- (4) A lawyer must, to the best of the lawyer's ability, in advising a client under subclause (3) ensure that the client understands and fulfils those obligations.
- (5) A lawyer must not claim privilege on behalf of a client unless there are proper grounds for doing so.
- (6) A lawyer must not, other than by application to the court, seek to obtain on behalf of a client information or documents that the lawyer knows to be privileged unless every person holding that privilege, after having been advised of the existence of the privilege and consequences of waiver, waives that privilege.
- (7) If a lawyer becomes aware that privileged information or documents have been inadvertently released in circumstances where privilege has not been waived, the lawyer must not disclose the contents of the material to a client, must inform the other lawyer (or litigant if unrepresented) of the release, and must return any documents forthwith.
- (8) Subclause (7) applies despite the rules relating to disclosure contained in Part 7.

82 Presenting evidence and witnesses

- (1) A lawyer must not adduce evidence knowing it to be false.
- (2) If a witness (not being the lawyer's client) gives material evidence in support of the lawyer's client's case that the lawyer knows to be false, the lawyer must, in the absence of a retraction, refuse to examine the witness further on that matter. If the witness is the client of the lawyer, the lawyer must, in the absence of a retraction, cease to act for that client.
- (3) A lawyer cross-examining a witness must not put any proposition to a witness that is either not supported by reasonable instructions or that lacks foundation by reference to credible information in the lawyer's possession.
- (4) A lawyer must not put questions regarding allegations against third parties to a witness when the lawyer knows that the witness does not have the necessary information or knowledge to answer questions in respect of those allegations, or where there is no justifiable foundation for the allegations.

- (5) A lawyer engaged in any proceeding does not have the sole right to call or discuss the case with a witness.
- (6) A lawyer acting for one party may interview a witness or prospective witness at any stage prior to the hearing, whether or not the witness has been interviewed by the lawyer acting for the other party.
- (7) A lawyer must not treat a witness or potential witness in an overbearing or misleading way and if asked must inform a witness or potential witness of his or her right to decline to be interviewed.
- (8) A lawyer must not discourage a witness or potential witness from discussing the case with the lawyer acting for the other party or otherwise obstruct access to that witness or potential witness by the lawyer acting for the other party.
- (9) Despite subclause (8) a lawyer may, however, inform a witness or potential witness of the right to decline to be interviewed by the other party and of any relevant legal obligations.

83 Communicating with witness during hearing

- (1) A lawyer must not communicate with a witness during the course of cross-examination or re-examination of that witness or between the cross-examination and the re-examination, except where good reason exists and with the consent of either the judge or the lawyers for all other parties (or, where a party is unrepresented, the consent of that party).
- (2) To avoid doubt, subclause (1) applies during adjournments of the hearing.
- (3) A lawyer must not suggest to a witness or potential witness, whether expressly or impliedly, that false or misleading evidence ought to be given or that evidence should be suppressed.

84 Expert witness retained by lawyer

- (1) A lawyer who retains an expert witness must take reasonable steps to ensure that the expert's independence is preserved and must advise the witness of his or her duty to the Court.
- (2) A lawyer must take reasonable steps to ensure that the remuneration of an expert witness is not dependent upon the outcome of the litigation.

- (3) If an expert witness has, to a lawyer's knowledge, been retained by another party, the lawyer must not, without the prior consent of the lawyer acting for the other party, approach the expert witness.

85 Submissions on law

The duty to the court includes a duty to put all relevant and significant law known to the lawyer before the court, whether this material supports the client's case or not.

86 Duties of prosecution lawyer

A prosecuting lawyer must act fairly and impartially at all times and in doing this must:

- (a) comply with all obligations concerning disclosure to the defence of evidence material to the prosecution and the defence; and
- (b) present the prosecution case fully and fairly and with professional detachment; and
- (c) avoid unduly emotive language and inflaming bias or prejudice against an accused person; and
- (d) act in accordance with any ethical obligations that apply specifically to prosecutors acting for the State.

87 Duties of defence lawyer

(1) A defence lawyer must protect his or her client so far as is possible from being convicted (except upon admissible evidence sufficient to support a conviction for the offence with which the client is charged) and in doing so must:

- (a) put the prosecution to proof in obtaining a conviction regardless of any personal belief or opinion of the lawyer as to his or her client's guilt or innocence; and
- (b) put before the court any proper defence in accordance with his or her client's instructions,

but must not mislead the court in any way.

(2) When taking instructions from a client, including instructions on a plea and whether or not to give evidence, a defence lawyer must ensure that his or her client is fully informed on all relevant implications of his or her decision and the defence lawyer must then act in accordance with the client's instructions.

(3) If at any time before or during a defended trial a client makes a clear confession of guilt to his or her defence lawyer, the lawyer may continue to act only if the plea is changed to guilty or the lawyer:

(a) does not put forward a case inconsistent with the confession; and

(b) continues to put the prosecution to proof and, if appropriate, asserts that the prosecution evidence is inadequate to justify a verdict of guilty; and

(c) does not raise any matter that suggests the client has an affirmative defence such as an alibi, but may proceed with a defence based on a special case such as insanity, if such a course appears in the lawyer's professional opinion to be available.

(4) If:

(a) a defence lawyer is told by his or her client that he or she did not commit the offence; or

(b) if a defence lawyer believes that on the facts there should be an acquittal, but for particular reasons the client wishes to plead guilty,

the defence lawyer may continue to represent the client, but only after warning the client of the consequences and advising the client that the lawyer can act after the entry of the plea only on the basis that the offence has been admitted, and put forward factors in mitigation.

(5) A defence lawyer must not attribute to another person the offence with which his or her client is charged unless it is necessary for the conduct of the defence to do so and the allegation is justified by facts or circumstances arising out of the evidence in the case or reasonable inferences drawn from them.

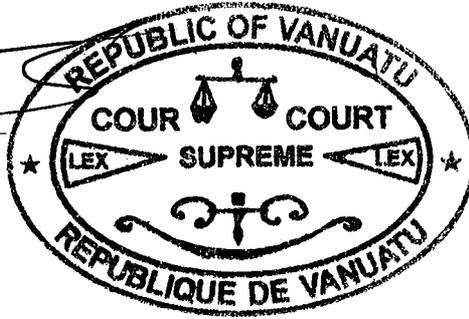
(6) A defence lawyer must not disclose a client's previous convictions without the client's authority.

88 Commencement

This Order commences on the day on which it is made.

Made at Port Vila this 03rd day of JUNE, 2011.


Honourable VINCENT LUNABEK
Chairman of the Law Council





MUNICIPALITIES ACT [CAP. 126]

**PUBLICATION OF THE RESULTS OF LUGANVILLE MUNICIPAL COUNCIL
ELECTIONS HELD ON MONDAY 30TH MAY 2011**

Pursuant to Rule 17 of the Municipal Council Elections (Procedure Rules) Order No: 60 of 1982, THE ELECTORAL COMMISSION HEREBY PUBLISHES the results of the Luganville Municipal Council Elections held on Monday 30th day of May 2011.

WEST WARD: 2 SEATS

NUMBER OF CANDIDATES (28)

REGISTERED VOTERS	:	1,315
VOTES CAST	:	702
TURN OUT	:	53.3%
VOID VOTES	:	7
VALID VOTES	:	695

CANDIDATES	AFFILIATION	VOTES
1. TERRY MANASSE	UMP	4
2. KENSEN MARTHA	UMP	10
3. LIATLIATMAL ROLAND	UMP	70
4. LAPI ESABEL	UMP	5
5. MOLKAS DIANA	UMP	5
6. BERNARD AUGUSTINE	UMP	8
7. BAE GRATIEN	UMP	10
8. FRED JOSEPH	UMP	81
9. ALICK NOEL	UMP	74
10. JIMMY BERNARD	UMP	49
11. RESTUTUNE DONALD	VP	53
12. BONG WARREN	VP	44
13. TERI ZINOX	VP	3
14. LAPSAI JEAN MICHEL	VP	6
15. TURA BERNARDINE	VP	6
16. RAWCLIFF MALA	NUP	4
17. ALFOD HINGE	NUP	9
18. MATERTAG NICOLAS	NUP	28

19.	JOEL JAMES	ALLIANCE	13
20.	EMBOI MORRIS	ALLIANCE	75
21.	GISLAPNO SAKSAK	ALLIANCE	37
22.	PACKETE JENNY	ALLIANCE	10
23.	FIDELE VIRA	ALLIANCE	3
24.	JACQUES BERNARD	ALLIANCE	12
25.	JEAN BATIS VANINA M	ALLIANCE	13
26.	JEAN BATIS HERVE	PAP	17
27.	WUS JOHN JOSEPH	VRP	39
28.	BULEURE OBED	VRP	7

			695

CENTRAL WARD: 4 SEATS

NUMBER OF CANDIDATES (28)

REGISTERED VOTERS	:	2,457
VOTES CAST	:	847
TURN OUT	:	34.4%
VOID VOTES	:	10
VALID VOTES	:	837

CANDIDATES	AFFILIATION	VOTES
1. SUR JOHNNY	UMP	35
2. PETER PATI	UMP	44
3. VANOSIVE ELIJAH	UMP	35
4. FARISU PETER	UMP	19
5. JOE MORRIS	UMP	23
6. KOROKA SERGIO	UMP	31
7. BONG KALISTO	UMP	22
8. HAKWA PAUL	UMP	24
9. JOHNNY WILLIE	VP	49
10. SAKSAK DONALD	VP	43
11. PHILIBERT PAUL	VP	19
12. GEORGE TERRY	VP	15
13. JACKY MATHIAS	NUP	28
14. JAMES ULAS	NUP	56
15. MADLEN JOEL	NUP	12
16. MAHIT EPHREM	NUP	55
17. DAVID JACOB	NUP	41
18. AMON NGWELE	PAP	45
19. ALAIN MAHIT	ALLIANCE	21
20. MAIHAMAN DICK	ALLIANCE	16
21. VUTI FREDDY	ALLIANCE	52
22. MOSES RUTH	ALLIANCE	40

23.	MAHIT NORAH	ALLIANCE	9
24.	PETER REUBEN	ALLIANCE	12
25.	JOHNNY BOB	ALLIANCE	20
26.	SALE ALFRED	ALLIANCE	16
27.	KASSO KALMET	VRP	35
28.	MATILDA MUHINGE	VRP	20

837

SARAKATA WARD: 4 SEATS

NUMBER OF CANDIDATES(40)

REGISTERED VOTERS	:	2,247
VOTES CAST	:	1,254
TURN OUT	:	55.8%
VOID VOTES	:	4
VALID VOTES	:	1,250

CANDIDATES	AFFILIATION	VOTES
1. MOLME RENE	UMP	37
2. SANDY KENNDY	UMP	30
3. TEMAR JOHNSON	UMP	42
4. ETIENNE ROBERT	UMP	2
5. REUBEN JACK	UMP	62
6. KON DAVID	UMP	6
7. RORY CHANEL	UMP	68
8. AVOCK EZEIKEL	UMP	33
9. TABE MATHIAS	UMP	31
10. MANO IAN	UMP	89
11. NAKO EDWARD	UMP	27
12. MORRIS WILLIAM KALO	VP	37
13. LOLOMAI SAM	VP	11
14. ELVA JEANNOT	VP	41
15. FRANCOIS KATVILLE	VP	3
16. ISAAC FRANK	VP	15
17. ULAS KEITH	VP	5
18. BRUNO TARI	VP	7
19. DANSTAND JACOB	NUP	42
20. ARGADE TABI	NUP	6
21. JIMMY BAZIL	NUP	28
22. MORRISON JOEL	NUP	77
23. JAMES RAMSY	NUP	65
24. TABISAL WILLY	ALLIANCE	7
25. KALO MORRIS	ALLIANCE	22
26. VURVAR JONAS	ALLIANCE	8

27.	ARUWETI JEFFERY	ALLIANCE	10
28.	PAUL SOLOMON	ALLIANCE	43
29.	ROBIN PAUL	A LLIANCE	38
30.	SIHOS ELISABETH	ALLIANCE	60
31.	EDWARD PETER	ALLIANCE	44
32.	ROBERTSON WILLIE	ALLIANCE	34
33.	JEAN BAPTIST TABI	VRP	40
34.	LILY THOMAS	VRP	24
35.	HYACINTHA MABON	VRP	11
36.	WUAN SAMSON	VRP	33
37.	TONY JACKENS	VRP	17
38.	PEDRO LAPISAE	VRP	49
39.	ROLAND VIREIAL	VRP	28
40.	YANNICK LIWUSLILI	VRP	18

			1,250

EAST WARD: 3 SEATS

NUMBER OF CANDIDATES (32)

REGISTERED VOTERS	:	1,553
VOTES CAST	:	787
TURN OUT	:	50.6%
VOID VOTES	:	6
VALID VOTES	:	781

CANDIDATES	AFFILIATION	VOTES
1. TALA MARY	UMP	7
2. WOBELAK ROSITA	UMP	22
3. MAGUE KENNETH	UMP	39
4. BANI JONAS	UMP	12
5. ALA DAVID	UMP	7
6. TEVIRI ALFREDO	UMP	14
7. JIMMY CASIMIR WOGAS	UMP	10
8. BURORO APIA	UMP	4
9. KALO BETHDORINE	UMP	4
10. LINGBAN ROGER	VP	17
11. BULETIK MORRIS	VP	12
12. ALILI TERRY	VP	14
13. BULE DANIEL	VP	11
14. MAKI WILSON	VP	10
15. JUSTIN MARANDA	VP	15
16. GEORGE WIN	NUP	17

17.	JOHN NONA	NUP	55
18.	TREVOR MOLIVA	NUP	160
19.	FARISU DIMAS	NUP	8
20.	GEORGE VIRA	PAP	43
21.	LINDA TUNGU	PAP	24
22.	BONG KEVU	ALLIANCE	25
23.	GERE ASTINA	ALLIANCE	26
24.	ANDREW PETRO	ALLIANCE	38
25.	ALBERT JACOB	ALLIANCE	27
26.	SIVEHI RUEBEN	ALLIANCE	35
27.	MASANGA ERENE	ALLIANCE	20
28.	JOHN BOE	ALLIANCE	13
29.	GRAMME BILL	POPULAR MOVEMENT	39
30.	AUSTINE TARI	POPULAR MOVEMENT	16
31.	BENJAMIN BONGNAIM	VRP	17
32.	LUKE ELISON	VRP	20

			781

The Electoral Commission HEREBY PUBLISHES the names of the candidates duly elected in accordance with the proportional representation system contained in rules 23, 24 and 25 of Schedule 3 of the Municipal Council Elections (Procedure Rules) Order No: 60 of 1982 as follows:

WEST WARD: 2 SEATS

- | | | |
|----|--------------|----------|
| 1. | FRED JOSEPH | UMP |
| 2. | EMBOI MORRIS | ALLIANCE |

CENTRAL WARD: 4 SEATS

- | | | |
|----|---------------|----------|
| 1. | PETER PATI | UMP |
| 2. | JAMES ULAS | NUP |
| 3. | VUTI FREDDY | ALLIANCE |
| 4. | JOHNNY WILLIE | VP |

SARAKATA WARD: 4 SEATS

- | | | |
|----|-----------------|----------|
| 1. | MANO IAN | UMP |
| 2. | SIHOS ELISABETH | ALLIANCE |
| 3. | PEDRO LAPISAI | VRP |
| 4. | MORRISON JOEL | NUP |

EAST WARD: 3 SEATS

- | | | |
|----|----------------------|-----------------|
| 1. | TREVOR MOLIVA | NUP |
| 2. | ANDREW PETRO | ALLIANCE |
| 3. | MAGUE KENNETH | UMP |

MADE at Port Vila this 1st day of June 2011.



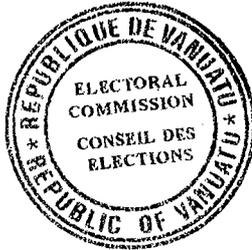
JOHN KILLION TALEO
CHAIRMAN



MARTIN J TETE
MEMBER



LINNES TARIANGA
MEMBER





NOTICE OF VESSEL NAME CHANGE MARITIME ACT [CAP 131]

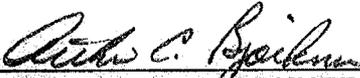
In exercise of the power conferred on me by sub-sections 44(1) and (2) of the Maritime Act [CAP 131], I, **ARTHUR C. BJORKNER**, Deputy Commissioner of Maritime Affairs, make the following Notice:

- I. **CHANGE IN NAME OF VESSEL**
The vessel named "ASIAN REX" is now known as "OCEANUS".
OFFICIAL NUMBER: 1950

- II. **COMMENCEMENT**
This notice is to commence on **May 17, 2011**.

Made this 17TH day of May 2011.




ARTHUR C. BJORKNER

Deputy Commissioner of Maritime Affairs

NAFFCO LIMITED
(IN VOLUNTARY LIQUIDATION)

Pursuant to Section 101(8) of the International Companies Act

NOTICE IS HEREBY GIVEN THAT:

On 23rd May 2011 the company was dissolved and its name was struck off the register of International Companies.



David Outhred
Liquidator