

## CANDIDATE INFORMATION FORM - CANDIDATE CAMPAIGN INFORMATION

You are invited to contribute the information below for the purpose of your campaign for the 2023 Law Society Council Election.

You are requested to forward this information to the Company Secretary of the Law Society **no later than 4.00pm on Monday 18 September 2023**. Return of this information at your earliest opportunity will assist us in the timely preparation of election materials.

**Please note:** You need not supply information to satisfy *all* the sections below but where you choose to supply information it will appear on a website hosted by the Law Society or one of its third-party platform providers, between 26 September 2023 and 23 October 2023. Candidates will appear in alphabetical order. While this information may assist voters, there is no obligation on nominees to complete all the fields, however the Law Society considers providing all information will be beneficial to the election process. The Law Society's Company Secretary reserves the right to edit material supplied in accordance with the Deed Poll executed by each candidate.

1. Name:
2. Qualifications / Honours:
3. Year admitted:
4. Nature of practice (ie sole/commercial, area of law etc):
5. Law Practice details (ie name, location, size etc):
6. Administrative offices/Committee memberships held:
7. Areas of particular interest in legal matters, concerns etc.
9. Free text statement in support of candidate ( <b>1,000 words maximum</b> ). In drafting your statement, please consider the Council Skills Framework adopted by the Law Society Council in 2023 (available <a href="#">here</a> ). In your statement you may, but are not required to, comment on any of your relevant skills and experience, in light of the Council Skills Framework.
10. Link to one (1) external website
11. Photo (.jpeg file, black & white or colour)



THE LAW SOCIETY  
OF NEW SOUTH WALES

## THE LAW SOCIETY OF NEW SOUTH WALES 2023 COUNCIL ELECTION

I, \_\_\_\_\_, of \_\_\_\_\_ (**"Candidate"**),  
being a Solicitor Member of the Law Society who has been nominated as a candidate for The Law Society of New South Wales 2023 Council Election (**"Election"**) hereby commit to the Obligations in this deed poll in favour of The Law Society of New South Wales of 170 Phillip Street, Sydney, NSW 2000 (the **"Law Society"**).

In this deed poll:

**'Candidate Information'** means the information to be provided by the Candidate to the Law Society as specified in the Form.

**'Form'** means the form provided to the Candidate specifying the type and extent of Candidate Information to be provided.

**'Intellectual Property Rights'** means any and all intellectual and industrial property rights throughout the world including rights in respect of or in connection with any confidential information, copyright, inventions (including patents), trademarks, designs and circuit layouts, whether existing now or in the future, and whether registered or not registered and includes any rights to apply for the registration of such rights and includes all renewals and extensions.

**'Obligations'** has the meaning given in clause 1.

**'Platform'** means the online platform used by the Law Society for the purpose of making the Candidate Information available to the Law Society membership as part of the Election campaign.

1. The Candidate represents, warrants, acknowledges, undertakes and/or agrees (as relevant) (together, the **"Obligations"**) that:
  - (a) the Law Society has requested and the Candidate will provide the Candidate Information for the purpose of making information available to Law Society members in connection with the Election campaign and as such the Candidate Information should be of a type appropriate for that purpose and no other purpose;
  - (b) the Candidate Information will strictly comply with the requirements of the Form;
  - (c) it will comply with all applicable laws in relation to the preparation and provision of the Candidate Information;
  - (d) it will assist the Law Society to comply with its obligations under any applicable law in relation to the Candidate Information;
  - (e) it will not apply any words, images, logos or branding of or similar to the Law Society in the Candidate Information;
  - (f) it will not include in the Candidate Information any defamatory or obscene content or use language that is hateful towards any business, organization, government, individual or group of people;
  - (g) it has the right to publish on the Platform all information, content and material in the Candidate Information and that the Law Society's publication of the Candidate Information will not infringe the Intellectual Property Rights of any third-party nor breach any law;



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- (h) all of the Obligations in this clause 1 also apply in respect of any third-party website the Candidate includes by link or other reference in the Candidate Information;
  - (i) it will immediately notify the Law Society if it becomes aware of any breach or alleged breach of its obligations under this deed poll or any breach or alleged breach of any applicable law and comply with any reasonable direction from the Law Society with respect to remedying or otherwise addressing that breach;
  - (j) it will comply with any direction of the Law Society to amend or remove any aspect of the Candidate Information which the Law Society, acting reasonably, considers may prejudice the interests of the Law Society or its members or harm the Law Society's reputation. If the Candidate does not so comply, the Law Society may amend or remove the relevant information itself. For the avoidance of doubt, the Law Society will not act unreasonably if it makes a direction under this clause 1(j) even where the Candidate has not breached any provision of this deed poll.
2. In the event of a breach of the terms of this deed poll, the Candidate acknowledges that damages may not be a sufficient remedy for the Law Society and the Law Society shall be entitled to obtain orders from any Court for specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach in addition to any other remedies available to the Law Society and without the Law Society having to show or prove any actual damage sustained by the Law Society.
  3. The Candidate agrees to indemnify the Law Society in respect of any loss, liability, cost or expense sustained, suffered or incurred by the Law Society which arises directly or indirectly from a breach of any of the obligations of the Candidate under this deed poll.
  4. Notices under this deed poll must be in writing signed by the party giving the notice and delivered to the other party by hand delivery, post, or email to the particulars of the other party set out at the beginning of this deed poll (as amended from time to time by notice under this clause).
  5. A failure by the Law Society at any time to require full or partial performance of any obligation under this deed poll will not affect the rights of the Law Society to require that performance subsequently. Any variation of this deed poll or any waiver of a breach of this deed poll must be in writing signed by the Law Society and will be effective only to the extent specifically set out in that variation or waiver.
  6. No party may rely on the words or conduct of any other party (including, without limitation, any delay in exercising a right, any election between rights and remedies and any conduct that might otherwise give rise to an estoppel) as being a waiver of any right, power or remedy arising under or in connection with this deed poll unless the other party or parties expressly grant a waiver of the right, power or remedy. Any waiver must be in writing, signed by the party granting the waiver and is only in effective to the extent set out in that waiver.
  7. This deed poll is governed by the laws of the State of New South Wales. The Candidate irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that state and courts entitled to hear appeals from those courts.

**Executed as a deed poll**

**By:**

**In the presence of:**

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**(Candidate signature)**

**(Witness signature)**