

INFORMATION FOR CLIENTS

Set out below is the information required by the Rules of Conduct and Client Care for Lawyers of the New Zealand Law Society ("*Law Society*").

Box 5041, Wellington 6145, telephone 0800 261-801.

1. **Fees:** The basis on which fees will be charged is set out in my letter of engagement. When payment of fees is to be made is set out in my Standard Terms of Engagement.

I may deduct from any funds held on your behalf in my trust account any fees, expenses or disbursements for which I have provided an invoice.

2. **Professional Indemnity Insurance:** I hold professional indemnity insurance that meets or exceeds the minimum standards specified by the Law Society. I will provide you with particulars of the minimum standards upon request.

3. **Lawyers Fidelity Fund:** The Law Society maintains the Lawyers Fidelity Fund for the purposes of providing clients of lawyers with protection against pecuniary loss arising from theft by lawyers. The maximum amount payable by the Fidelity Fund by way of compensation to an individual claimant is limited to \$100,000.00. Except in certain circumstances specified in the Lawyers & Conveyancers Act 2006 the Fidelity Fund does not cover a client for any loss relating to money that a lawyer is instructed to invest on behalf of the client.

4. **Complaints:** I maintain a procedure for handling any complaints by clients, designed to ensure that a complaint is dealt with promptly and fairly.

You are requested to adopt the following process:

- (a) In the first instance, please make your complaint to the Principal of the firm, Alison Green. It is preferred that the complaint be in writing. A written complaint will always receive a written response.
- (b) In the event that you are unhappy with the outcome then please refer your complaint to one of the following practitioners:
 - (i) Sue Fordyce
 - (ii) Bruce Stewart at Loughnans
 - (iii) Grant O'Donnell
 - (iv) Mark Dobson

All of their phone numbers and addresses are provided in the telephone book. Those practitioners will mediate.

- (c) The Law Society also maintains a complaints service and you are able to make a complaint to that service - New Zealand Law Society, P O

5. Persons responsible for the work

The names and status of the person or persons who will have the general carriage of or overall responsibility for the services I provide for you are set out in my letter of engagement.

6. Client care and service

The Law Society client care and service information is set out below:

Whatever legal services your lawyer is providing, he or she must:

- Act competently, in a timely way, and in accordance with instructions received and arrangements made.
- Protect and promote your interests and act for you free from compromising influences or loyalties.
- Discuss with you your objectives and how they should best be achieved.
- Provide you with information about the work to be done, which will do it and the way the services will be provided.
- Charge you a fee that is fair and reasonable and let you know how and when you will be billed.
- Give you clear information and advice.
- Protect your privacy and ensure appropriate confidentiality.
- Treat you fairly, respectfully and without discrimination.
- Keep you informed about the work being done and advise you when it is completed.
- Let you know how to make a complaint and deal with any complaint promptly and fairly.

The obligations lawyers owe to clients are described in the *Rules of Conduct and Client Care for Lawyers*. Those obligations are subject to other overriding duties, including duties to Courts and to the justice system.

If you have any questions, please visit www.lawyers.org.nz or call the New Zealand Law Society on (04) 472-7837.

7. Limitations on extent of my obligations and liability

Any limitations on the extent of my obligations to you or any limitations or exclusion of liability are set out in my letter of engagement

TERMS OF ENGAGEMENT

These Standard Terms of Engagement ("Terms") apply in respect of all work carried out by me for you, except to the extent that I otherwise agree with you in writing.

1. SERVICES

1.1 The services which I am to provide for you are outlined in my engagement letter.

2. FINANCIAL

2.1 Fees:

(a) The fees which I will charge or the manner in which they will be arrived at, are set out in my engagement letter.

(b) **Base Fees:** If the engagement letter specifies a Base Fee then that is the minimum you will be charged. It is not a Maximum. You will be charged additional Fees and disbursements for matters not included in the Base Fee.

(c) **Estimates:** If the engagement letter specifies an estimate of my fee then I will charge for my services, taking into account the factors listed below. The estimate is given in good faith but is not a quote and the final account could be higher than that estimated. Where practical I will endeavour to advise you if I expect my fee to exceed the estimate and provide you with a revised estimate. Please note it is not always possible to estimate fees.

(d) **Office expenses:** These will be charged at 6.0% plus GST of the fee shown to cover client related office expenses.

(e) **Administration:** An administration fee of \$55.00 including GST is charged on each invoice.

Factors to be taken into account in charging for my services: With the exception of a base fee then I will charge for my services, taking into account the following: time, skill, responsibility, importance and results actioned, urgency, value of property and risk, complexity, locality, experience and reputation, limiting other engagements, fixed or conditional, quote estimate, fee agreement and practice costs. Time is only one of the factors taken into consideration but where my fees take time into consideration time is calculated on an hourly basis and the hourly rates are set out in my engagement letter. The differences in those rates reflect the experience and specialisation of my professional staff. Time spent is recorded in 6 minute units, with time rounded up to the next unit of 6 minutes. Hourly rates are available on request.

2.2 Disbursements and expenses: In providing services I may incur disbursements or have to make payments to third parties on your behalf. These will be included in my invoice to you when the expense is incurred. I may require an advance payment for the disbursements or expenses which I will be incurring on your behalf.

2.3 GST (if any): Is payable by you on my fees and charges.

2.4 Invoices: I will send interim invoices to you, usually monthly and on completion of the matter or on termination of my engagement. I may also send you an invoice when I incur a significant expense.

2.5 Payment: Invoices are payable within 14 days of the date of the invoice except in the case of conveyancing transactions when all invoices are payable on or before the settlement date, unless alternative arrangements have been made with me. I may require interest to be paid on any amount which is more than 7 days overdue. Interest will be calculated at the rate of 4% above the Reserve Bank's 90-day bank bill rate as at the close of business on the date the payment became due. If any account remains overdue after three (3) months then an amount of the greater of twenty dollars (\$20) or ten percent (10.0%) of the account overdue (up to a maximum of two hundred dollars (\$200.00)) shall be levied for administration fees which sum shall become immediately due and payable.

2.6 Security: I may ask you to pre-pay amounts to me, or to provide security for my fees and expenses. You authorise me:

- (a) to debit against amounts pre-paid by you; and
- (b) to deduct from any funds held on your behalf in my trust account any fees or disbursements for which I have provided an invoice.

2.7 Third Parties: Although you may expect to be reimbursed by a third party for my fees and expenses, and although my invoices may at your request or with your approval be directed to a third party, nevertheless you remain responsible for payment to me if the third party fails to pay me.

3. CONFIDENTIALITY

3.1 I will hold in confidence all information concerning you or your affairs that I acquire during the course of acting for you. I will not disclose any of this information to any other person except:

- (a) to the extent necessary or desirable to enable me to carry out your instructions; or
- (b) to the extent required by law or by the Law Society's *Rules of Conduct and Client Care for Lawyers*.

3.2 Confidential information concerning you will as far as practicable be made available only to those within my firm who are providing legal services for you.

3.3 I will of course, not disclose to you confidential information which I have in relation to any other client.

4. TERMINATION

4.1 You may terminate my retainer at any time.

4.2 I may terminate my retainer in any of the circumstances set out in the Law Society's *Rules of Conduct and Client Care for Lawyers*.

4.3 If my retainer is terminated you must pay me all fees due up to the date of termination and all expenses incurred up to that date.

5. RETENTION OF FILES AND DOCUMENTS

5.1 You authorise me (without further reference to you) to destroy all files and documents for this matter (other than any documents that I hold in safe custody for you) 7 years after my engagement ends, or earlier if I have converted those files and documents to an electronic format.

6. CONFLICTS OF INTEREST

6.1 I have procedures in place to identify and respond to conflicts of interest. If a conflict of interest arises I will advise you of this and follow the requirements and procedures set out in the Law Society's *Rules of Conduct and Client Care for Lawyers*.

7. DUTY OF CARE

7.1 My duty of care is to you and not to any other person. Before any other person may rely on my advice, I must expressly agree to this.

8. TRUST ACCOUNT

8.1 I maintain a trust account for all funds which I receive from clients (except monies received for payment of my invoices). If I am holding significant funds on your behalf I will normally lodge those funds on interest-bearing deposit with a bank. In that case I will charge an administration fee of 5% of the interest derived.

8.2 My Trust Account is held with ASB Bank Limited. I will not accept liability for losses to clients of funds held in my Trust Account caused by Bank failure, freeze of funds in a failed bank, Deposit Guarantee Scheme, Open Bank Resolution Policy.

9. GENERAL

9.1 These terms apply to any current engagement and also to any future engagement, whether or not I send you another copy of them.

9.2 I am entitled to change these Terms from time to time, in which case I will send you amended Terms.

9.3 My relationship with you is governed by New Zealand law and New Zealand Courts have non-exclusive jurisdiction.

10. PRIVACY ACT 1993

10.1 You allow me to:

- (a) collect, retain and use personal information about you, for the purposes of assessing your credit worthiness, administering my rights against you and/or marketing any services provided by me.
- (b) disclose information about you to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by you.
- (c) where you are an individual the authorities under clause 10.1 are authorities for the purposes of the Privacy Act 1993.

11. DEFAULT AND CONSEQUENCES OF DEFAULT

11.1 If you default in payment of any invoice when due, you shall indemnify me from and against all costs and disbursements incurred by me in pursuing the debt including legal costs on a solicitor and own client basis and my collection agency costs.

11.2 Without prejudice to any other remedies I may have, if at any time you are in breach of any obligation (including those relating to payment) I may suspend or terminate the supply services to you and any of my other obligations under the terms and conditions. I will not be liable to you for any loss or damage you suffer because I have exercised my rights under this clause.

12. SECURITY AND CHARGE

12.1 Despite anything to the contrary contained herein or any other rights which I may have howsoever:

- (a) Where you are the owner of land, realty or any other asset capable of being charged you agree to mortgage and/or charge all of your joint and/or several interest in the said land, realty or any other asset to me or my nominee to secure all amounts and other monetary obligations payable under these terms and conditions. You acknowledge and agree that I shall be entitled to lodge where appropriate a caveat, which caveat shall be withdrawn once all payments and other monetary obligations payable hereunder have been met.
- (b) Should I elect to proceed in any manner in accordance with this clause and/or its sub-clauses you shall indemnify me from and against all my costs and disbursements including legal costs on a solicitor and own client basis.
- (c) You agree to irrevocably nominate, constitute and appoint me or my nominee your true and lawful attorney to perform all necessary acts to give effect to the provisions of clause 12.1.

13. JOINT AND SEVERAL LIABILITY AND GUARANTEE: The shareholders, directors and guarantors of a client that is a company hereby irrevocably guarantees the due and punctual payment of all moneys owing by the client but I may proceed in the first instance directly against any or all of the shareholders, directors and/or guarantors. If more than one their liability shall be joint and several.