

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

1. Fees

1.1 I will charge a fee which is fair and reasonable for the services provided. In determining the fee, the following may be taken into account:

- the time and labour expended (at the present time my time is charged at \$300.00 per hour plus GST and other staff have different rates but there are no additional charges for secretarial, word processing and similar services.)
- the skill, specialised knowledge, and responsibility required to perform the services properly.
- the importance of the matter to you and the results achieved.
- the urgency and circumstances in which the matter is undertaken and any time limitations imposed, including those imposed by you.
- the degree of risk assumed by me in undertaking the services including the amount of value of the property involved.
- the complexity of the matter and the difficulty or novelty of the questions involved.
- the experience, reputation and ability of the members of my firm working on your matter.
- the possibility that the acceptance of the particular instructions will preclude employment of me by other clients.
- whether the fee is fixed or conditional.
- any quote or estimate of fees given by me
- any fee agreement entered into between you and me.
- the reasonable costs of running my firm.
- the fee customarily charged in the market and locality for work similar to yours.

1.2 Unless otherwise stated all fees are plus GST

1.3 Out of pocket expenses such as search and registration fees, valuation fees, tolls, faxes and photocopying will be charged extra.

1.4 I will provide for you an estimate upon request. If that estimate is likely to be exceeded I shall let you know.

- 1.5 There are other methods of charging which suit certain types of work and I shall discuss those with you where they are appropriate.
- 1.6 All work done by me is charged on a fees basis apart from a commission of 5% which is taken on all interest accruing on funds deposited with my bank through our bulk deposit scheme.

2. Payment of Fees

- 2.1 My fees are to be paid within 14 days of my account being sent except on conveyancing matters where fees are payable immediately prior to settlement.
- 2.2 My final account will be sent to you shortly after I have completed your matter.
- 2.3 I do however issue interim accounts where that is appropriate.
- 2.4 My fees may be deducted from funds held in my trust account on your behalf.
- 2.5 I may ask you to pre- pay amounts to me or provide security for my fees and expenses. You authorise me:
- (a) to debit against amounts prepaid by you and;
 - (b) to deduct from any funds held on your behalf in my trust account any fees expenses and disbursements for which I have provided an invoice.
- 2.6 Out of pocket expenses are to be paid by you immediately upon request but substantial out of pocket expenses will be asked for in advance.
- 2.7 I reserve the right to charge interest at the rate of 15% per annum on unpaid accounts from the due date until payment. Other action to recover unpaid fees may also be taken and the cost of such recovery may be added to the account due by you.

3. Professional Indemnity Insurance

I hold Professional Indemnity Insurance that meets or exceeds the minimum standards specified by the New Zealand Law Society.

4. 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. 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.

5. Complaints:

The Law Society operates the Lawyers Complaints Service and you are able to make a complaint to that service. To do so phone 0800 261 801 and you will be connected to the nearest Complaints Service Office which can provide information and advice about making a complaint.

6. Persons Responsible for Work

I will be responsible for the over all responsibility for services to be provided to you.

7. 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, who 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 the courts and to the justice system.

If you have any questions, please visit www.lawyers.org.nz or call 0800 261 801

8. Limitation on extent of my Obligations or Liability

Any limitation on the extent of my obligations to you or any limitation or exclusion of liability is set out in my Letter of Engagement.

STANDARD TERMS OF ENGAGEMENT

1. Services

- 1.2 The services which we are to provide for you are outlined in my engagement letter

2. Fees and Payment of Fees

- 2.1 These are set out in the information for clients attached hereto.

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.

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.