

INFORMATION FOR CLIENTS

1. FEES:

1.1 The basis on which fees will be charged is set out in our letter of engagement. When payment of fees is to be made is set out in our Standard Terms of Engagement.

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

2. PROFESSIONAL INDEMNITY INSURANCE:

We hold professional indemnity insurance that meets or exceeds the minimum standards specified by the Law Society. We 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 purpose 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.

4. COMPLAINTS:

4.1 We maintain a procedure for handling any complaints by clients, designed to ensure that a complaint is dealt with promptly and fairly.

4.2 If you have a complaint about our services or charges, you may refer your complaint to the person in our firm who has overall responsibility for your work.

4.3 If you do not wish to refer your complaint to that person, or you are not satisfied with that person's response to your complaint, you may refer your complaint to A J H Witten-Hannah, senior partner.

4.4 He may be contacted as follows:

- By letter to 187 Hurstmere Road, Takapuna, Auckland 0622
- By email at admin@whhlaw.co.nz
- By telephoning him at (09) 486 1393

4.5 The Law Society also maintains a complaints service and you are able to make a complaint to that service. To do so you should contact the Law Society as follows:

Address: New Zealand Law Society, PO Box 4417, Shortland Street Auckland 1140

Phone Number: (09) 304 1000

Fax No: (09) 373 2620

Website: www.lawsociety.org.nz

5. PERSONS RESPONSIBLE FOR THE WORK:

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

6. CLIENT CARE AND SERVICE:

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

6.1 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.

6.2 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.

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

7. LIMITATIONS ON EXTENT OF OUR OBLIGATIONS OR LIABILITY:

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

STANDARD TERMS OF ENGAGEMENT

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

1. SERVICES:

1.1 The services which we are to provide for you are outlined in our engagement letter.

2. FINANCIAL:

2.1 Fees:

a. The fees which we will charge or the manner in which they will be arrived at, are set out as follows:

Assessment of Legal Fees

The Law Society requires charges by practitioners for all professional work to be calculated to give a fair and reasonable return for the services rendered, having regard to the interests of both client and practitioner. Such charges shall take account of all relevant factors and in particular:

- a. The skill, specialised knowledge and responsibility required.
- b. The time and labour expended.
- c. The value or amount of any property or money involved.
- d. The importance of the matter to the client and the results achieved.
- e. The complexity of the matter and the difficulty or novelty of the questions involved.
- f. The number, and importance of the documents prepared or perused.
- g. The urgency and circumstances in which the business is transacted.
- h. The reasonable costs of running a practice.
- i. Whether the fee is fixed or conditional (whether in litigation or otherwise).
- j. Any quote or estimate of fees given by the lawyer in writing.
- k. Any fee agreement (including a conditional fee agreement) entered into between the lawyer and client.

The relative importance of the factors set out above will vary according to the particular circumstances of each transaction.

It will be seen that the time expended is but one of a number of factors to be considered. We may record the time we spend on a job to assist us in determining what is a fair fee but do not accept an obligation to do so.

Every account when rendered will reflect the relative importance of the various factors to which the Law Society refers and we are confident that the results are fair and reasonable having regard to both the interests of the client and the firm.

We are always comfortable about discussing costs in relation to any particular matter. Sometimes at the beginning of what could become a prolonged and involved matter, predicting the charges is like asking "How long is a piece of string?" Where such matters are contemplated, progress accounts will be rendered and costs can be monitored and discussed at each stage of the journey.

b. If the engagement letter specifies an estimated fee, we will charge this for the agreed scope of our services. Work which falls outside that scope will be charged as outlined above.

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

2.3 **GST (if any):** The Government requires you to pay 15% GST on our fees and charges.

2.4 **Invoices:** We may send interim invoices to you, either monthly or at appropriate stages in the work and on completion of the matter, or termination of our engagement. We may also

send you an invoice when we incur a significant expense such as filing fees or Council charges.

- 2.5 **Payment:** Invoices are payable within 14 days of the date of the invoice, unless alternative arrangements have been made with us. We may require interest to be paid on any amount which is more than 7 days overdue. Interest will be calculated at the rate of 5% above our firm's trading bank's overdraft rate for our firm as at the close of business on the date payment became due.
- 2.6 **Security:** We may ask you to pre-pay amounts to us, or to provide security for our fees and expenses. You authorise us:
- a. To debit against amounts pre-paid by you; and
 - b. To deduct from any funds held on your behalf in our trust account any fees, expenses or disbursements for which we have provided an invoice.
 - c. Where fees of an accumulated total exceeding \$5,000 remain unpaid for more than 30 days you agree to execute such security documents, including a mortgage, as may be reasonably required.
- 2.7 **Third Parties:** Although you may expect to be reimbursed by a third party for our fees and expenses, and although our invoices may at your request or with your approval be directed to a third party, nevertheless you remain responsible for payment to us if the third party fails to pay us.

3. CONFIDENTIALITY

- 3.1 We will hold in confidence all information concerning you or your affairs that we acquire during the course of acting for you. We will not disclose any of this information to any other person except:
- a. To the extent necessary or desirable to enable us 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 our firm who are providing legal services for you.
- 3.3 We will of course, not disclose to you confidential information which we have in relation to any other client.

4. TERMINATION

- 4.6 You may terminate our retainer at any time.
- 4.7 We may terminate our retainer in any of the circumstances set out in the Law Society's *Rules of Conduct and Client Care for Lawyers*.
- 4.8 If our retainer is terminated you must pay us all fees due up to the date of termination and all expenses incurred up to that date.

5. RETENTION OF FILES AND DOCUMENTS:

You authorise us (without further reference to you) to destroy all files and documents for this matter (other than any documents that we hold in safe custody for you) 7 years after our engagement ends, or earlier if we have converted those files and documents to an electronic format. You are entitled (even encouraged) to uplift your files following settlement of your account.

6. CONFLICTS OF INTEREST:

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

7. DUTY OF CARE:

Our duty of care is to you and not to any other person. Before any other person may rely on our advice, we must expressly agree to this.

8. TRUST ACCOUNT:

We maintain a trust account for all funds which we receive from clients (except monies received for payment of our invoices). If we are holding significant funds on your behalf we will normally lodge those funds on interest bearing deposit with a bank. In that case we will charge an administration fee of 5% of the interest derived. However, before placing funds on term deposit you will have to comply with all Anti Money Laundering Act requirements.

9. GENERAL:

- 9.1 These Terms apply to any current engagement and also to any future engagement, whether or not we send you another copy of them.
- 9.2 We are entitled to change these Terms from time to time, in which case we will send you amended Terms.
- 9.3 Our relationship with you is governed by New Zealand law and New Zealand courts have non-exclusive jurisdiction.

KEY FEATURES OF OUR RELATIONSHIP WITH YOU

What we will do for you

- We will keep you informed about the work we are doing. If you have a question or concern about what we are doing, please contact us so we can discuss it.
- If you are concerned about how much the work will cost, just let us know. We will give you an estimate of our fee based on the work we think we will need to do. If this changes at any time, we will let you know and provide an updated estimate.

What we need from you

- Please take time to confirm your requirements. It is important that you do this so we can do our best to meet your expectations and deliver the service you require.
- Please keep up to date with the payment of our fees or any agreed payment arrangements so that we may continue to act on your behalf.
- Please provide all the information we need to act on your behalf and advise us of any changes to your circumstances, as this may affect the advice you require.

Our full terms and conditions are attached. Please take time to read these carefully. We are happy to discuss and explain any of these if they are unclear.