

Client Care & Service

These are the terms that apply to any work we do for you, subject to any other terms that we agree with you in writing:

Client Care and Service

- Whatever legal services we provide, we 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 we owe to you are also described in the Rules of Conduct and Client Care for Lawyers. Those obligations are subject to other overriding duties, including duties we owe to the courts and to the justice system.

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

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.

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 set out in the Law Society's *Rules of Conduct and Client Care for Lawyers*.

Confidentiality

We keep confidential 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:

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

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.

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

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.

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.

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 and 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.

Complaints

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

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

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 any of the partners in the firm or to our office manager, Mary Armstrong.

The Law Society operates the Lawyers Complaint 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.

New Zealand Law Society
P O Box 5041
Lambton Quay
Wellington 6145
Telephone: 04 472 7837
Fax: 04 473 7909
Email: inquiries@lawyers.org.nz

Termination

You may terminate our retainer at any time.

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*.

If our retainer is terminated you must pay us all fees due and our expenses incurred up to the date of termination.

Fees

Our fee will be charged taking the following factors into account:

- the time and labour used;
- the skill, specialised knowledge, and responsibility required to perform the services properly;
- the importance of the matter to you and the results achieved;

Partners

David Grindle
Wayne McKeane
Stuart Spicer
Steve Wong

Consultants

Vanessa Crosby
Peter Dallas
Bruce McGregor
Stephen Perkinson

Associate

Robert Harte
Ryan Welsh

Senior Lawyers

Megan Bawden
Jared Cains
Amy Malone

Lawyers

Isabel Blake
Rachael Chandra
Judith Collins
Elizabeth McKenzie
Stewart Otene
Rowena Smith

- 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 us in undertaking the services, including the amount or value of any property involved;
- the complexity of the matter and the difficulty or novelty of the questions involved;
- the experience, reputation, and ability of the lawyer;
- the possibility that the acceptance of this work will preclude us from working for other clients;
- whether the fee is fixed or conditional;
- any quote or estimate of fees given by us;
- any fee agreement (including a conditional fee agreement) entered into between you and us;
- the reasonable costs of running our firm;
- the fee customarily charged in the market and locality for similar legal services.

If we agree to a fixed fee in writing (not an estimate) we will charge this for the agreed work. Work which falls outside that scope will be charged in accordance with 2.1 above. We will advise you as soon as reasonably practicable if it becomes necessary for us to provide services outside the agreed scope and if requested and if possible, give you an estimate of the likely amount of the further costs.

Incidental expenses

Incidental expenses incurred in doing your work that we pay on your behalf to other people (e.g. court filing fees, search fees, LINZ registration fees, agency fees etc) are payable by you on top of our fee when we invoice you for them. We may require payment for incidental expenses in advance.

GST (if any)

GST and any other applicable taxes are payable by you on our fees and incidental expenses.

Invoices

We may send interim invoices to you, usually monthly and invoices to you on completion of the matter, or termination of our engagement. We may also send you an invoice when we incur significant incidental expenses.

Payment

Invoices are payable within 21 days following the date of the invoice, unless alternative arrangements have been made with us. We may charge you interest on any amount owing by you from the due date for payment until payment is made. Interest will be calculated at the rate of 12% per annum.

If we are required to take enforcement action against you to collect any unpaid account, you agree to pay all our costs of enforcement.

Security and deduction

We may ask you to pre-pay amounts to us, or to provide security for our fees and expenses. You authorise us to debit fees and incidental expenses against amounts pre-paid by you; and to deduct from any funds held on your behalf in our trust account, any fees and incidental expenses for which we have provided an invoice.

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.

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 are required to 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.

Trust account

We maintain a trust account for all funds which we receive from clients (except money 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 \$5.00 OR each time interest is calculated by the bank 10% of the interest derived, whichever is the greater.

Companies and Trusts

If you are instructing us on behalf of a company or a trust then your instructions are accepted on the basis that you remain personally liable (along with the company or trust) to pay our fees and disbursements.

General

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

We are entitled to change these Terms from time to time, in which case we will send you amended Terms.

Our relationship with you is governed by New Zealand law and New Zealand courts have non-exclusive jurisdiction.