

## INFORMATION TO CLIENTS

### 1. Client Care and Service

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

Whatever legal service we provide we must:

- (i) Act competently, in a timely way, and in accordance with instructions received and arrangements made.
- (ii) Protect and promote your interests and act for you free from compromising influences or loyalties.
- (iii) Discuss with you your objectives and how they should best be achieved.
- (iv) Provide you with information about the work to be done, who will do it and the way the services will be provided.
- (v) Charge you a fee that is fair and reasonable and let you know how and when you will be billed.
- (vi) Give you clear information and advice.
- (vii) Protect your privacy and ensure appropriate confidentiality.
- (viii) Treat you fairly, respectfully and without discrimination.
- (ix) Keep you informed about the work being done and advise you when it is completed.
- (x) 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](http://www.lawyers.org.nz) or call 0800 261 801.

### 2. Fees:

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.

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

### 3. 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.

### 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 \$100,000.00. Except in certain circumstances specified in the Lawyers & Conveyancing 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:

If there is a complaint about our services, this should be raised directly with us at first instance. We will consider the complaint and attempt to resolve it in a prompt and professional manner.

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 NZ Law Society's Lawyers' Complaints Services:

26 Waring Taylor Street, Wellington  
PO Box 5041  
Wellington 6145  
Telephone (04) 472 7837 or 0800 261 801  
Fax (04) 473 7909

### 6. Persons Responsible for the Work:

The Graham & Co principal will have the general carriage of, or overall responsibility for the services to be provided as set out in my letter of engagement however, he may be assisted on occasion by his Assistant,

## STANDARD TERMS OF ENGAGEMENT

These Standard Terms of Engagement ("Terms") apply in respect of all work carried out by us for you, except to 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 letter of engagement.

### 2. Financial:

#### 2.1 Fees:

- (i) The fees we will charge or the manner in which they will be arrived at, are set out in our letter of engagement.
- (ii) If the letter of engagement specifies an estimated fee, we will charge for this for the agreed scope of my services. Work which falls outside that scope will be charged on an hourly rate basis. 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, give you an estimate of the likely amount of further costs.
- (iii) Where our fees are calculated on an hourly basis, the hourly rates are set out in our letter of engagement.
- (iv) Legal fees for any particular legal service will be fair and reasonable and will depend on the nature of the task which we are required to undertake and all relevant factors including:
  - (a) The level of skill, responsibility and specialist knowledge required;
  - (b) The complexity and urgency of the instruction;
  - (c) The importance and value of the instruction from you and the results achieved;
  - (d) The time expended.

#### 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 together with any agency. We may require an advance payment for the disbursements or expenses which we will be incurring on your behalf.

#### 2.3 GST (if any):

Is payable by you on our fees and charges.

#### 2.4 Invoices:

We will send invoices to you, usually on completion of the matter, or termination of our engagement. We may also send you an invoice when we incur a significant expense.

#### 2.5 Payment:

Payment of our fee and disbursements (and GST) will be payable on completion of the matter. If payment of our invoice by you is overdue, we may:

- (i) Not perform any further work for you until all unpaid invoices are paid in full;
- (ii) Retain custody of any of your property (including documentation files) until all unpaid invoices are paid in full;
- (iii) Charge interest on any amount overdue at a rate of no more than 3% per annum above the prevailing indicator Lending Rate of our firm's bankers.

#### 2.6 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:

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

3.2 We will not disclose to you confidential information we may hold in relation to any other client.

#### 4. Retention of files and documents:

4.1 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) six years after our engagement ends, or earlier if we have converted those files and documents to an electronic format.

#### 5. Conflict of Interest:

5.1 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*.

#### 6. Trust Account:

6.1 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 I may charge an administration fee of 5.00% of the interest derived.

#### 7. Electronic Communications:

7.1 Unless otherwise agreed with you, we will communicate with you and others at times by electronic means. This communication can be subject to interference or interception or contain viruses or other defects ("corruption"). We do not accept responsibility and will not be liable for any damage or loss (direct or indirect) caused in connection with the corruption of an electronic communication.

If you have any doubts about the authenticity of any communication document purportedly sent by us, please contact us immediately.

#### 8. Duty of Care:

8.1 Our duty of care is to you and does not extend to any other person. If any other parties wish to retain us, they should do so by separate agreement. Our advice is given for your benefit and is in your interests. If any one else wishes to reply on the advice we give you, they can only do so if both you and us agree in writing.

#### 9. Limitations:

9.1 In any situation where it is advisable or recommended that a client or an associated person (such as a guarantor) take independent legal advice we will advise them to do so. If they chose not to do so then our responsibilities are limited to an explanation of the terms of any document to be signed by them and the witnessing of their signatures to any such document. We will not provide any advice to them about the advisability of entering into any such transaction or arrangement. Where a client has received external advice in respect of some aspect of a transaction, such as a financial advice from a mortgage broker or a financial advisor, and we are instructed to implement those arrangements, for example by preparing loan documents, then we do not advise on the suitability of those arrangements. They fall outside the scope of our retainer. Our responsibility is limited to implementing the arrangement in terms of the instructions given to us.

#### 10. General:

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

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

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