

TERMS OF ENGAGEMENT AND CLIENT INFORMATION

Introduction

These terms of engagement apply in respect of all current and future services that we provide to you, except to the extent that we otherwise agree with you in writing.

The terms also include certain information relating to the provision of our services as required by the *Law Society Rules of Conduct and Client Care for Lawyers*.

Services:

The services we are to provide for you are outlined in our Letter of Engagement.

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.

Persons Responsible for the Work:

The name and status of the person who will have the general carriage of or overall responsibility for the services we provide for you is set out in our Letter of Engagement.

Confidentiality

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:

- 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.
- to provide our debt collection agency with your contact details and proof of identity in the event you fail to comply with our Terms of Payment.

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.

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.

Fees:

The basis on which fees will be charged is set out in our Letter of Engagement. 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.

Invoices:

We will send interim invoices to you, usually monthly and on completion of the matter, or termination of our engagement. This keeps you informed as to progress to date and fees incurred, as well as spreading payments over time. We may also send you an invoice when we incur a significant expense.

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.

GST (If Any):

Is payable by you on our fees and charges and on expenses and disbursements.

Terms of Payment:

Invoices are payable by the 20th of the month following the date of the invoice unless alternative arrangements have been made with us. Interest will be charged on any outstanding balance at the rate of 2% per month from the date upon which payment was originally due. You are also liable to pay all costs including debt collectors and legal fees incurred if any recovery action is necessary. We reserve the right to provide contact details and proof of identity to our debt collection agency for debt collecting purposes.

Liability for Payment:

Each client named in this agreement is jointly and severally liable to us under this agreement. If a client is a Company, then each person acting on the Company's behalf acknowledges that he or she has asked us to supply services to the Company, that he or she has authority to enter into this agreement on behalf of the Company and, in consideration of us supplying services to that Company, agrees:

- to guarantee the Company's payment to us of all money it owes;
- that he or she can be treated by us as a principal debtor for that money; and
- to indemnify us against all costs, losses and liabilities we incur or suffer because the Company fails to pay us that money.

Trusts:

If a client is a Trust then each person acting on the Trust's behalf acknowledge that he or she has asked us to supply services to them in their capacity as Trustee of the Trust and certifies that they have authority to enter into this agreement as agent for the remaining Trustee/s of the Trust.

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.

Trust Account:

We maintain a trust account for all funds which we receive from clients (including 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 a commission fee of 10% on the gross interest derived.

Security:

We may ask you to pre-pay amounts to us, or to provide security for our fees and expenses. You authorise us:

- to debit against amounts pre-paid by you; and
- to deduct from any funds held on your behalf in our trust account; any fees, expenses or disbursements for which we have provided an income.

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 up to the date of termination and all expenses incurred up to that date.

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

Client Care and Service:

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

Whatever legal services we are providing, 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 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.lawsociety.org.nz or call 0800 261 801.

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 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 \$100,000.00. 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 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 our Practice Manager who may be contacted as follows:

- By letter
- By email: shirley@gressons.co.nz
- By telephone: 03 687 8004

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.

Limitations on Extent of our Obligations or Liability:

Our services to you will not include investment, financial or tax advice. Any other limitations on the extent of our obligations to you or any limitation or exclusion of liability are set out in our Letter of Engagement.

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 amend these terms from time to time. You will be notified in writing or by the new terms being placed on our website. The new terms will apply to all services from the date we write to you or place the new terms on our website.

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