

WHAT YOU CAN EXPECT FROM US:

We will do the work for you with reasonable care in a diligent, competent and ethical manner.

We will take all steps to complete the work within agreed timeframes and will contact you if any delay seems likely.

Our duties are owed to you and unless otherwise agreed in writing or required by law, those duties will not extend to others.

The name and status of the person who will have overall responsibility for the services we provide for you is set out in our initial letter. We may delegate work to staff at the best level to ensure you receive best value.

Your information remains private.

Client confidentiality is of paramount importance to us and we do not disclose any confidential information obtained from you unless required by law or authorised by you.

We may collect and hold personal information about you for the purposes of : providing our services; obtaining credit information or other references; or telling you about issues that may affect you. Under the Privacy Act 1993 you may access the information we hold .

We store all files for 7 years after which these may be destroyed. Files stored digitally will be retained for 10 years

Any deeds, wills or other records we agree to store for you will be kept until we reasonably decide this is no longer necessary.

How we set our fees.

We will charge a fair and reasonable amount taking in to account: the time and labour expended; the skill, specialised knowledge and responsibility required; the project's importance, complexity, urgency or risk; the need for a third party to rely on our advice; reasonable costs of running a practice and any other factors unique to the transaction.

Disbursements & Sundry Costs.

We may have to pay costs to third parties such as LINZ fees, Companies Office, Ministry of Justice, LIM fees, courier fees; travel costs etc. These are known as disbursements and we may require these to be paid at the beginning of the engagement.

We charge a separate office fee to cover costs of printing, photocopying and communication charges.

We will provide an estimate of our fee if you require and will advise you if the actual fee is likely to vary from the estimate.

We will generally send you an invoice monthly unless we have agreed a different arrangement.

If we are holding funds for you on trust, we will deduct from those funds any fees that we have invoiced you on any matter.

Fees for conveyancing matters will generally be deducted from sale proceeds or mortgage loans at the time of property settlement.

If you have a complaint about us, we want to hear from you.

We take clients' complaints seriously and maintain a procedure designed to ensure that the problem is dealt with fairly and promptly. In the first instance you should speak to the solicitor who is handling your matter. If you do not wish to refer your complaint to that person or you are not satisfied with that person's response, you may contact our Practice Manager. If you are still not satisfied with the response from our firm you can make a formal complaint to the New Zealand Law Society contactable on 0800 261 801.

Professional Indemnity Insurance/ Solicitors' Fidelity Fund.

We hold professional indemnity insurance that exceeds the minimum standards specified by the New Zealand Law Society.

The New Zealand Law Society's Solicitors' Fidelity Guarantee Fund provides clients of lawyers with protection against theft by a lawyer, lawyers' employee or agent. Refer to www.lawyers.org.nz for more information on the fund.

Conflict of Interest.

If a legal conflict of interest arises in relation to any matter on which you have instructed us, between your interests and those of any other client for whom we are also acting, we will contact and consult with you as soon as possible.

WAYS YOU CAN HELP US GIVE YOU THE BEST SERVICE.

Give us all the relevant information before we start work.

Instruct us well before deadlines, to avoid paying urgency costs.

If you make an enquiry to us by email, and the matter is urgent, please communicate by phone or letter or fax as well to ensure we have received your message.

Pay your prepayment or deposit so we can begin work.

We may ask you for payment up front to cover costs we will incur on your behalf (e.g. disbursements).

We may choose not to commence work until we receive your prepayment or deposit.

Make sure your account remains current.

Our Terms of Payment are:

Accounts are generally payable within 14 days of the invoice date. We accept payment by cash, cheque, EFTPOS or Visa.

If you are having difficulties paying our invoice, please discuss this with us immediately. If necessary we can set up a reasonable instalment programme.

If the account is not paid by due date and we have received no satisfactory explanation we may:

- charge default interest on the overdue amount at the rate being paid at that time on our ASB Visa card facility.
- initiate action to recover the debt, including court proceedings, at your expense.
- be forced to stop acting for you.
-

We reserve the right to set-off all amounts owing to us against funds or other property we hold on your behalf.

We are entitled to retain your files/documents until any outstanding account is paid.

NEW ZEALAND LAW SOCIETY'S CLIENT CARE AND SERVICE INFORMATION

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 the 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.