

Terms of Engagement and Information for Clients

1. Under the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008 (“the Rules”) I am required to send you these Terms of Engagement. **No action is required on your part.**

My Services

2. You have engaged my firm as your lawyers to act for you in legal matters which may arise from time to time.
3. The name and status of the person in the firm who will be primarily responsible for your file will be:

Paul Whitmarsh - Principal

4. I am committed to doing my best to ensure that your legal needs are met in this matter. I will:
 - Protect and promote your interests;
 - Discuss with you your objectives and how they should be achieved;
 - Act competently, in a timely way and in accordance with instructions received and arrangements made;
 - Provide you with information about the work to be done, who will do it and the way the services will be provided;
 - Protect your privacy and confidentiality;
 - Treat you fairly, respectfully and without discrimination;
 - Give you clear information and advice;
 - Keep you informed about the work being done and advise you when it is completed;
 - Charge you a fee that is fair and reasonable and let you know how and when you will be billed;
 - Let you know how to make a complaint and deal with any complaint promptly and fairly.
5. The obligations lawyers owe to their clients are described in the Rules. Those obligations are subject to other overriding duties, including duties to the Courts and the justice system. If you have any questions, please contact me on (04) 550 4053 or the New Zealand Law Society on 0800 261 801 or www.lawyers.org.nz.

Professional Fees

6. My fees are set having regard to a range of factors applied by the New Zealand Law Society and include time, urgency, expertise, importance, the complexity of the matter and results achieved. Recorded time is used as an aid and base for calculating fees: total fees charged for any particular transaction may be more or less than the total time recorded applying the factors set out above.
7. My firms' schedule of hourly rates are based on years of experience, specialisation, and level of professional attainment. These rates vary from time to time.
8. For the sale or purchase of a property, the matters included in that fee are outlined in my letter to you reporting on the terms of the contract. Please note that any work outside of the scope of that work will be charged on a time basis. I will advise you as soon as possible if it becomes necessary for me to provide services outside the agreed scope and, if requested, give you an estimate of the likely amount of the further costs.

Accounts

9. My accounts are due for payment 14 days after the date of the account unless prior arrangements are made with me in writing. I may issue interim accounts while work is in progress.
10. You authorise me to deduct my fees, expenses and disbursements from any funds held in my trust account on your behalf where I have provided you with an invoice. For property transactions I will deduct my fees from funds held on your behalf, usually on settlement day.
11. If any account is not paid within 30 days, interest may be charged on the outstanding balance at a rate of 12% per annum (calculated on a daily basis) from the date upon which payment was due, and you will be responsible for any reasonable debt collection costs that I incur in recovering outstanding amounts due to me.

Disbursements

12. Disbursements include expenses such as file opening fees, toll calls, faxes, photocopying, searches, registration fees, courier charges and agency fees. Disbursements may be included with my accounts or may be billed separately. I may obtain from you funds in advance for significant disbursements.

Files and Documents

13. Deeds System. You agree to pay my costs of retrieving a file or documents if at any time you wish to access them.

Professional Indemnity Insurance and Fidelity Fund

14. I hold Professional Indemnity Insurance that meets or exceeds the minimum standards from time to time specified by the New Zealand Law Society. The Lawyers Fidelity Fund also provides a limited form of cover up to specified maximums in certain circumstances, generally excluding investment moneys.

Complaints

15. If you have any concerns or complaints at all about my service please contact me directly as soon as possible.
16. If your complaint cannot be resolved immediately to your satisfaction, you have the right to take the matter up with the New Zealand Law Society which runs a complaints service (contact details are set out in paragraph 5 above).

Agreement

17. I am providing legal services based on these terms of engagement which will apply unless you notify me to the contrary immediately. In the meantime, I am continuing to act on your instructions.
18. I value our relationship with you as a client. Please retain these terms of engagement as the core basis of my commitment to you.