

WEBB FARRY
TERMS OF ENGAGEMENT

By instructing us, you accept liability for our account. If you instruct us on behalf of someone else you remain liable to pay our account if it is not paid by that person.

Our fee will take into account the following factors:

- the time spent
- the skill and knowledge and responsibility required
- the importance of the matter to you
- the risk assumed by us in undertaking the work
- the value of property involved
- the complexity, novelty, importance and urgency of the matter
- our experience and reputation
- you accepting your instructions will preclude us from accepting other instructions
- whether our fee is conditional upon some event or outcome
- the reasonable costs of running a practice
- the result.

Generally with respect to property and similar transactional matters, we will as a minimum require settlement of our costs at the time the transaction is settled. For lengthy transactions and all other matters, we will issue interim bills on a monthly basis.

Our accounts are due within 21 days of issue. If we hold or receive money for you, we may deduct our account from that money and give you a statement. In addition we may:

- ask you to prepay disbursements (e.g. registration and Land Information Memorandum fees and other professionals' fees) before incurring them; and /or
- require prepayment of an estimate of our fees prior to commencing work in accordance with our credit policy at the time; and /or
- require you to provide at your expense appropriate security for our fee and disbursements.

If you do not pay our account by the due date, you agree that we may:

- charge you interest at the rate of 1.5% per month compounding on a monthly basis calculated from the time the account falls due until it is paid; and / or
- charge you the cost of recovery of the outstanding fees and interest including our costs on a solicitor/client basis, any Court costs and disbursements, service or collection fees; and / or
- retain original documents and correspondence on your file until such time as all outstanding fees and disbursements have been paid; and / or
- disclose any information about your default to any credit agency (and you authorise any credit agency to hold such information on their systems and use it to provide their credit reporting service); and / or
- decline to carry out any further work on your behalf.

You authorise us:

- to make enquiries from time to time with credit agencies and any previous legal advisors you may have regarding your credit history (and you authorise disclosure by those people to us); and
- to release information from time to time to the extent where necessary to the above persons for the purpose of making such enquiries (and you authorise any credit agency to hold such information on their systems and use it to provide their credit reporting service); and
- to disclose any information about you for the purpose of instructing other persons including a debt collecting agency to recover any outstanding fees from you; and
- to send you information about how we may assist you by providing other legal or professional services to you.

You may terminate our services at any time. You must pay us your fees for services up to the date of termination and all expenses incurred up to that date.

You agree that all files and documents created or obtained while working for you (regardless of whether they are received or held by us as Agent for you or created for your benefit or otherwise) belong to us. You acknowledge that we may (without further reference to you) destroy all files and documents for this matter (other than any documents that we hold in safe custody for you) seven years after our engagement ends, or earlier if we have converted those files and documents to an electronic format.

We owe a duty of care to you as our client and not to any other person. Before any other person may rely on our advice we must expressly agree to this.

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 the Bank. In that case we will charge an administration fee of 5% of the interest derived.

These Terms apply to any current engagement and also to any future engagement, whether or not we send you another copy of them. You acknowledge that if you acquire our services for the purposes of a business then the provisions in the Consumer Guarantees Act 1993 will not apply.

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.

INFORMATION FOR CLIENTS

Set out below is the information required by the *Rules of Conduct and Client Care for Lawyers* of the New Zealand Law Society ("Law Society").

1 **Fees**

1.1 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 Terms of Engagement.

2 **Professional Indemnity Insurance**

2.1 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.

3 **Lawyers Fidelity Fund**

3.1 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 & 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.

4 **Complaints**

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

4.2 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.

4.3 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 Administration Manager, Tracy Stevenson.

Tracy may be contacted as follows:

a By letter;

b By email at tstevenson@webbfarry.co.nz

c By telephoning Tracy at 0064 3 477 1078

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 the Law Society.

The Secretary

New Zealand Law Society

Otago Office

Private Bag 1901

Dunedin 9054

5 **Persons Responsible for the Work**

5.1 The names and status of the person or persons who will have the general carriage of or overall responsibility for the services we provide for you are set out in our letter of engagement.

6 **Client Care and Service**

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

6.2 Whatever legal services your lawyers is providing, he or she must:

a Act competently, in a timely way, and in accordance with instructions received and arrangements made.

b Protect and promote your interests and act for you free from compromising influences or loyalties.

c Discuss with you your objectives and how they should best be achieved.

d Provide you with information about the work to be done, who will do it and the way the services will be provided.

e Charge you a fee that is fair and reasonable and let you know how and when you will be billed.

f Give you clear information and advice.

g Protect your privacy and ensure appropriate confidentiality.

h Treat you fairly, respectfully and without discrimination.

i Keep you informed about the work being done and advise you when it is completed.

j 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.

7 **Limitations on extent of our Obligations or Liability**

7.1 Any limitations on the extent of our obligations to you or any limitation or exclusion of liability are set out in our Terms of Engagement.