

Webb Farry : Terms of Engagement

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 change these Terms from time to time, in which case we will send you amended Terms. 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. Our relationship with you is governed by New Zealand law and New Zealand courts have non-exclusive jurisdiction. 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.

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;
- 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; and
- the result.

In relation to the time spent on your matter, each of our partners and legal staff has an hourly rate based on their level of experience and expertise. We reserve the right to change our hourly rates from time to time, on the basis that at any stage you may request the current hourly rate of any partner or staff member working on your matter.

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 14 days of issue. If we hold funds on your behalf you authorise us to deduct our fees from those funds (unless they have been provided for a particular purpose) and send you an invoice as required by the Lawyers and Conveyancers Act (Trust Account) Regulations 2008.

We may also:

- ask you to prepay disbursements (e.g. registration and Land Information Memorandum fees and other professionals' fees) before incurring them;
- 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 fees 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 (which is the equivalent of 18% per annum) compounding on a monthly basis calculated from the time the account falls due until it is paid;
- 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;
- retain original documents and correspondence on your file until such time as all outstanding fees and disbursements have been paid;
- 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.

In the event that we are required to issue proceedings to recover outstanding fees, interest and costs associated with recovery, you agree that the Dunedin registry is nearest to the place where the claim for outstanding fees arose.

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);
- 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);
- 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
- 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. We may terminate our services to you in any of the circumstances set out in the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008 including the existence of a conflict of interest, non-payment of fees, misleading or deceiving us in any material respect, failure to provide instructions, or conduct by you directed towards our staff or a person associated with our firm that amounts to bullying, discrimination, harassment, racial harassment, sexual harassment, threatening behaviour and/or violence. In the event of any termination of our services to you, you must pay our fees and expenses for services to you or on your behalf up to the date of termination.

If you uplift any files or documents that we hold on your behalf, you agree to us retaining an electronic copy of those files and documents for our records. Files and documents that we hold on your behalf include all documents that were in existence before we commenced working with you and that we hold for you as agent and all files and documents created for your benefit during our engagement. If you have any outstanding fees owing to us, you agree that these files and documents will not be released to you until you have settled your account with us. You acknowledge that we may retain all files and documents or copies of all files and documents in electronic or physical form in relation to your affairs. You may at any time prior to the conclusion of any matter, subject to these terms, request that we return original signed documentation to you for your safe keeping. You acknowledge that we operate an electronic office and authorise us to destroy all (or any) paper files and documents (including original documents) without further reference to you once we hold an electronic copy (other than any documents that we have agreed in writing to hold in safe custody for you). Following the conclusion of the matter, we agree to retain in electronic format, only, a copy of the records for a minimum of 7 years after which we will review whether further retention (for an additional 3 years) is appropriate.

We will require you to provide documents verifying your identity (including in the case of an organisation, the identity of those with ownership or control). You acknowledge that we are required to retain an electronic copy of those documents. You are required to provide any information and documents requested as promptly as is reasonably practicable in order for us to meet our obligations under any law including, but not limited to, the Anti-Money Laundering and Countering Financing of Terrorism Act 2009. We may from time to time require updated information or re-confirmation of the validity of the identity documentation held.

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.

Webb Farry : Terms of Engagement - 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

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

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

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

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, charges or behaviour (i.e. bullying, harassment or discrimination), 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, Tracy Stevenson. Tracy may be contacted as follows:

- a By letter;
- b By email to tstevenson@webbfarry.co.nz
- c By telephone to +64 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 at:

The Lawyers Complaints Service
New Zealand Law Society
Otago Office
Private Bag 1901
Dunedin 9054
Phone: 0800 261 801

Online form available at: <https://www.lawsociety.org.nz/for-the-community/lawyers-complaints-service/concerns-form>

5 Persons Responsible for the Work

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

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

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.
- k 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

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.