

OUR STANDARD TERMS OF ENGAGEMENT

1. The purpose of this document

1.1 This document:

- sets out our terms and conditions. It explains what you can expect from us and what you agree to when we work for you. If we agree on other conditions, we will put them in writing separately
- includes information from the Lawyers and Conveyancers Act 2006 that we need to tell you
- applies to any current work and to any future work that we do for you, unless we vary it by agreement in writing.

1.2 Occasionally, we may make changes to these terms and conditions. If we make changes, we will send you the amended document.

1.3 If you have any questions, please contact the partner responsible for your work.

2 Our letter of engagement for each job

2.1 Whenever we do a job for you, we will give you a 'letter of engagement'. This letter outlines the work we will do for you on that particular job.

3. Who we can accept instructions from

3.1 Unless you let us know differently, you agree that we can accept instructions from any of the following:

- if we work for a company, from any officer or employee of that company or any other person you have authorised to work with us
- if we work for a trust, from any trustee or officer of that trust
- if we work for a partnership, from any partner or officer of that partnership
- if we work for a couple in a transaction, from either person.

4. Our duty of care to you

4.1 When we work for you, we will:

- act competently, promptly, and according to your instructions
- give you clear information and advice
- keep you informed about progress on the work
- protect your privacy and confidentiality and your best interests
- treat you fairly and respectfully
- charge you fair and reasonable fees
- tell you how we handle complaints.

4.2 Our duty of care for this work is to you and not to anyone else.

4.3 Our obligations to you are described in the Rules of Conduct and Client Care for Lawyers, on www.lawsociety.org.nz. We also have higher duties that we owe to the courts and to the justice system.

5. Our email correspondence with you

- 5.1 You authorise us to use any email address that you give us to communicate with you about the work we do for you.
- 5.2 We may occasionally send you material that we feel is relevant and useful to you.

6. How we maintain your privacy and confidentiality

- 6.1 We will treat all information we hold about you as private and confidential. We will not share any information we hold about you, unless:
 - the law requires us to
 - we need to so that we can carry out our work for you
 - you agree, or ask us to.

7. Your permission for us to receive information that we may not pass on to you

- 7.1 Occasionally we may be offered, or receive, information that will help us in our work for you. We may be given this information on the basis that we do not pass it on to you because:
 - another lawyer has asked us to keep that information confidential
 - a court has ordered that the information be kept confidential
 - the information is given to us as commercial in confidence.
- 7.2 You agree that we can receive information in these circumstances without giving the actual information to you, as long as we promptly tell you:
 - that we have received the information, and
 - how we received it.

8. How we avoid conflicts of interest

- 8.1 Before we accept your work, we will do our best to find out if any conflict of interest exists. If we find a conflict at any time, we will immediately let you know and tell you how we plan to deal with the conflict.
- 8.2 Where we work for more than one person in a relationship or venture (for example, a couple, partnership, or multiple shareholders), we may want to advise each person separately.

9. Our fees and expenses

Legal fees

- 9.1 We will tell you our fees in our letter of engagement. Clause 9.1 of the Rules of Conduct and Client Care for Lawyers sets out the factors that we will take into account when we work out your fees. See http://www.lawsociety.org.nz/home/for_lawyers/regulatory/rules.
- 9.2 In some cases, you may be eligible to apply for legal aid. If you want to apply for legal aid, we may refer you to another firm as we do not usually carry out legal aid work.

Costs and expenses

- 9.3 When we work for you, we may have to cover some expenses or make other payments on your behalf. We may send you an account for expected expenses in advance.

GST (if any)

9.4 Unless we state otherwise, all fees exclude GST.

Commission

9.5 We charge a 5% administration fee on all interest on money that you deposit through our bank's bulk interest-bearing deposit scheme. This fee is 5 cents for every \$10 interest you earn.

10. Paying your account

10.1 You must pay our fees within 14 days of the date we send you an account. The only exception is for conveyancing, when:

- for a purchase, fees must be paid in advance
- for a sale, fees are deducted from the sale proceeds on settlement.

10.2 If we hold funds on your behalf in our trust account, we may deduct any fees or expenses that we have billed you for.

10.3 Sometimes we may ask you to pay fees in advance. If so, we will hold your payment in our trust account and only deduct our fee when we send you an account.

10.4 If you have any questions about an account, please contact the partner responsible for your work straight away.

10.5 We will charge interest on unpaid accounts at the rate of 15% a year. We may take action to recover unpaid fees and we may add the cost of that recovery to your overdue account.

Third party payments

10.6 At your request, or with your approval, we may send our accounts to a third party to pay on your behalf. You are still responsible for payment if the third party does not pay us.

10.7 If the third party has not paid us within 14 days of the date the account was sent, we may give you an account for the outstanding amount, which you must pay.

11. Destroying your files at the end of our engagement

11.1 You authorise us to automatically destroy all files and documents about a job seven years after our engagement ends. We may destroy paper files or documents earlier, if we have an electronic copy of them. However, we will not destroy any documents that we hold in safe custody for you.

12. Professional Indemnity Insurance and the Lawyers' Fidelity Fund

12.1 We hold current professional indemnity insurance that exceeds the New Zealand Law Society's minimum standards.

12.2 The Lawyers' Fidelity Fund provides cover up to specified amounts for clients whose money is stolen in certain circumstances. The Fidelity Fund cover excludes investment money.

13. The limits of our liability to you

13.1 The limits of our liability to you are set out in this document and in each letter of engagement we send.

13.2 We do not accept liability for any loss that happens because you did not receive or read a communication we sent you.

13.3 We are not qualified to give you investment advice. You should get that advice from a qualified financial advisor.

14. How we handle complaints

14.1 We will respond to any complaints promptly and fairly.

14.2 If you have a complaint about our services or fees, please tell the partner responsible for your work.

14.3 If you do not want to take your complaint to that person, or you are not satisfied with the response to your complaint, please contact: Denise Kramer, General Manager, by post or by email to denise.kramer@gibsonsheat.com.

14.4 The New Zealand Law Society also has a complaints service that can give you information and advice. Please telephone 0800 261 801 for the nearest Complaints Service Office.

15. Suspending your work

15.1 We may suspend (temporarily stop) your work if you have not:

- paid our accounts on time
- given us information that we have asked for
- done something that we have asked you to do.

16. Ending our engagement

16.1 You may end our engagement by giving us reasonable notice. Before you take your records, you need to pay our fees for the work we have done for you.

16.2 When you end our engagement, we may keep copies of your documents and records.

16.3 We may decide to stop working for you, if you:

- do not provide us with instructions promptly
- are unable to, or do not, pay our fees as agreed
- against our advice, act in a way we believe is unwise or inconsistent with our obligations as lawyers. This does not apply to litigation.

16.4 If we decide to stop working for you, we will give you reasonable notice.

GIBSON SHEAT LAWYERS
www.gibsonsheat.com

Lower Hutt
Gibson Sheat Centre
Level 3, 1 Margaret Street
Private Bag 31 905
Lower Hutt 5040
DX RP42008

T: 04 569 4873
F: 04 569 4874

Wellington
Level 1, United Building
107 Customhouse Quay
P O Box 2966
Wellington 6140
DX SP22035

T: 04 496 9990
F: 04 496 9991



The WriteMark is a quality mark awarded to documents written to a high standard of plain English.
www.writemark.co.nz. T: 04 384 6447