

Client Care Statement and Terms of Engagement

Conway Lane Law Limited

1. Introduction

- 1.1 Conway Lane Law Ltd (we or our) values its relationship with our clients (you). These Standard Terms of Engagement (terms) apply in respect of all work carried out by us for you, except to the extent that we otherwise agree with you in writing. The terms continue to apply to any future work, whether or not we send you another copy of them. Your continued instructions constitute acceptance of these terms. There is no need for you to sign them.
- 1.2 We are entitled to change these terms from time to time, in which case we will provide you with amended terms.

2. Our service promise to you

- 2.1 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 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 any complaint promptly and fairly.
- 2.2 The obligations lawyers owe to clients are described in the NZ Law Society's 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.
- 2.3 If you have any questions, please visit www.lawsociety.org.nz or call 0800 261 801.

3. Services

- 3.1 When you instruct us to undertake legal work for you, we will send you an engagement letter. This letter will detail the legal services you have asked us to provide, the person who will be responsible for these services, details of the fee arrangement applicable to the matter and any variation to these terms that has been agreed.

4. Communications

- 4.1 We will obtain from you contact details, including email address, postal address and telephone numbers. We may provide documents and other communications to you by email (or other electronic means).
- 4.2 We need clear instructions from you. On days when deadlines expire (such as when a condition of the contract is due to confirm, settlement is to take place or court papers must be filed) please ensure you are contactable.
- 4.3 We accept no responsibility or liability for diarisation and follow up of future dates and time frames of client affairs and transactions including but not limited to gifting, lease renewals and rent reviews, PPSR renewals. We urge clients to diarise such matters.

5. Our charges

- 5.1 Unless we state otherwise, our stated rates and any estimates of cost are *plus* GST and disbursements.
- 5.2 Our time – which includes telephone as well as personal attendances, consideration of legal issues, correspondence and all preparation and research – is recorded and the fee is arrived at taking into account the factors appearing at Rule 9.1 of the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008. This means that the fee must be fair and reasonable and time recorded is only one consideration. In addition, factors such as urgency, the importance, or novelty of the matter and its outcome will be relevant.
- 5.3 For the majority of our services, we will give you a fixed fee once we have your instructions and scoped the work. There are some matters where this is not possible and in these cases we will provide a fee estimate if you request one. We will endeavour to ensure that any estimate of our fee is realistic, and where appropriate, we will state any significant assumptions in making the estimate. Our fee estimate may be stated as a range. We emphasise that any fee estimate is not a quote, nor a cap on what may be charged.
- 5.4 In addition to fees for our professional services, our invoices will include disbursements. Disbursements are out-of-pocket expenses such as travel and accommodation costs, registration and filing costs, court charges, fees of agents, experts and other professionals, land information searches and similar. These are charged on at the amount charged to us. You authorise us to incur these disbursements and to pay such disbursements immediately upon request. We may require an advance payment for the disbursements or expenses which we will be incurring on your behalf.
- 5.5 For a variety of reasons, some instructions are not completed. If this occurs, we will charge you for the work undertaken and costs incurred up to the time of termination.
- 5.6 In some circumstances, we may be required to incur additional time or expense following completion or termination of a matter. We will charge for this in the normal way.
- 5.7 Our aim is to provide good service with value for money. The risk and costs of not receiving the proper advice far outweigh the costs of a professional adviser. We are happy to discuss any aspect of our fees and charges with you at any time.
- 5.8 We accept payment by cheque, cash, EFTPOS, credit card or by direct credit to our bank account. All our invoices are accompanied by a remittance advice to assist with payment. Credit card payments will incur a fee of 2.25%.

6. Terms of payment

- 6.1 We will send interim invoices to you, usually monthly and on completion of the matter, or termination of our engagement. We may also send you an invoice when we incur a significant expense.
- 6.2 Unless an alternative arrangement has been agreed in writing, all invoices are payable within **14 days** of the date of the invoice, except on conveyancing matters where fees and expenses are required on settlement of the transaction.
- 6.3 You authorise us to deduct our fees and other expenses from funds held in our trust account on your behalf on provision of an invoice to you, unless those funds are held for a particular purpose.
- 6.4 Various payment methods are detailed on our website and includes cheque, cash, EFTPOS, credit card and direct credit.
- 6.5 If you expect to be reimbursed by a third party for our fees and expenses, and although our invoices may at your request or with your approval be directed to a third party, you remain responsible for payment if the third party fails to pay us.
- 6.6 Should you have difficulty in meeting any of our accounts, please contact us without delay so that we may discuss whether a payment arrangement is appropriate. If our account to you or any part of it is overdue we may stop work on your matter, or terminate our representation in a manner which is consistent with our obligations. You will be liable for all costs associated with the collection and recovery of your overdue and unpaid account (including lawyers and debt collector's fees) and we reserve the right to charge you interest on overdue accounts at the rate of 2% per month on the outstanding amount and to require future fees in advance or other security before recommencing work.
- 6.7 **Special provisions for legal aid recipients:**
 - (a) Legal aid is governed by the Legal Services Act 2011 and the associated regulations. Legal aid is administered through the Ministry of Justice.
 - (b) You must let the Legal Services Commissioner know if there is any change in your and your partner's contact details, employment status, family circumstances or financial details.
 - (c) We will submit invoices in relation to your grant of aid to the Legal Services Commissioner and provide you with copies. The Legal Services Commissioner will write to you about any conditions or repayment obligations that you may have in relation to the grant of legal aid and your rights as an applicant or recipient of legal aid.
 - (d) You should be aware at this time that legal aid is not always free. You may be required to repay your legal aid grant and pay a user charge fee.
 - (e) If you have to pay a user charge, this will be deducted from our first invoice to the Ministry and we will collect the money from you. The user charge is always \$50; this cannot be changed and you can only be exempt if you are making a specified application for legal aid. We are not allowed to accept any other payments from you.
 - (f) If you are required to repay your legal aid grant, the Ministry will write to you to tell you how much you are to repay.
 - (g) You should read these letters carefully and keep them for later reference.

7. Residential Land Sale Proceeds (RLWT)

- 7.1 You acknowledge that we may be required by law to withhold residential land withholding tax (RLWT) from your residential sale proceeds, and remit the RLWT to the Inland Revenue Department.
- 7.2 You agree to provide us with all information we reasonably request to assess whether you are liable to pay RLWT. If you withhold providing us with such information, then you acknowledge we may assume that RLWT is payable and withhold funds to cover this payment.

8. Trust account

- 8.1 Conway Lane Law Ltd operates a trust account. All money received from you or on your behalf will be held to your credit in our trust account.
- 8.2 A full record of the Conway Lane Law Ltd trust account is kept at all times. A statement of trust account transactions detailing funds received and payments made on your behalf will be provided at any time upon your request.
- 8.3 In accordance with the Lawyers and Conveyancers Act 2006, funds held in our trust account which are not placed on call or term deposit will not earn you interest. Where appropriate, we will place any significant sums on call deposit having regard to the administrative cost and amount of interest to be earned. We charge an administration fee of 5% of the gross interest earned for this service. Your written authority will be required for a term investment.

9. Termination

- 9.1 You may terminate our retainer at any time.
- 9.2 We may terminate our retainer in any of the circumstances set out in the NZ Law Society's Rules of Conduct and Client Care for Lawyers.
- 9.3 If our retainer is terminated you must pay us all fees due and expenses incurred up to the date of termination.

10. Files and documents

- 10.1 On completion of your matter key documents from your file may be scanned and retained in our electronic records. The paper file can be returned to you once payment of our fees has been made. Files not uplifted will be destroyed. Please note that the IRD requires accounting and tax records to be retained for seven (7) years and you are responsible for that.
- 10.2 We will keep a record of all important documents which we receive or create on your behalf on the following basis:
 - (a) We may keep a record electronically and destroy originals (except where the existence of an original is legally important such as in the case of wills and deeds).
 - (b) At any time, we may dispose of documents which are duplicates, or which are trivial (such as emails which do not contain substantive information), or documents which belong to us.
 - (c) We are not obliged to retain documents or copies where you have requested that we provide them to you or to another person and we have done so, although we are entitled to retain copies for our own records if we wish to do so.
- 10.3 We will provide to you on request copies or originals (at our option) of all documents to which you are entitled under the Privacy Act 1993 or any other law. We may charge you our reasonable costs for doing this.

- 10.4 Where we hold documents that belong to a third party you will need to provide us with that party's written authority to uplift or obtain a copy of that document.
- 10.5 We may, at our option, return documents (either in hard or electronic form) to you rather than retain them. If we choose to do this, we will do so at our expense.
- 10.6 We own copyright in all documents or work we create in the course of our work for you but grant you a non-exclusive licence to use and copy the documents as you see fit for your own personal or commercial use. However, you may not permit any third party to copy, adapt or use the documents without our written permission.

11. Privacy and confidentiality

- 11.1 When you instruct us to act for you it will be necessary for us to hold certain personal information about you. It is a condition of our acting for you that we are authorised to obtain and hold this information. If you have reservations about disclosing information to us please discuss this with the person in charge of your matter.
- 11.2 It may also be necessary for us to disclose information about you to other persons or organisations. You authorise us to do this provided it is necessary for your matter. Again, if you have reservations about any personal information we may hold please discuss this with us.
- 11.3 We will hold in confidence all information concerning you or your affairs that we acquire during the course of acting for you. We will not disclose any of this information to any other person except:
- (a) to the extent necessary or desirable to enable us to carry out your instructions; or
 - (b) to the extent required by law or by the Law Society's Rules of Conduct and Client Care for Lawyers;
 - (c) to third parties such as credit agencies to perform a credit reference or to undertake credit management or collection processes if it is reasonable to do so.
- 11.4 Confidential information concerning you will, as far as practicable, be made available only to those within our firm who are providing legal services for you. We will not disclose to you confidential information which we have in relation to any other client.
- 11.5 The information we collect and hold about you will be kept at our offices and/or at secure file storage sites (including electronic file storage sites) elsewhere. If you are an individual, you have the right to access and correct this information.

12. Conflicts of Interest

- 12.1 We have procedures in place to identify and respond to conflicts of interest. If a conflict of interest arises we will advise you of this and follow the requirements and procedures set out in the Law Society's Rules of Conduct and Client Care for Lawyers.

13. Duty of Care

- 13.1 Our duty of care is to you and not to any other person. Before any other person may rely on our advice, we must expressly agree to this.

14. Professional Indemnity Insurance

- 14.1 We hold professional indemnity insurance that exceeds the minimum standards from time to time set by the New Zealand Law Society. We will provide you with details of the minimum standards upon request.

15. Lawyers' Fidelity Fund

- 15.1 The NZ Law Society maintains the Lawyers Fidelity Fund for the purposes of providing clients of lawyers with protection against losses arising from theft by lawyers. The most the Fidelity Fund can compensate you is \$100,000. The Fidelity Fund will not usually cover loss relating to money a lawyer is instructed to invest on behalf of a client.

16. Feedback and complaints

- 16.1 Client satisfaction is one of our primary objectives and feedback from clients is helpful to us. If you would like to comment on any aspect of the service provided by us, including how we can improve our service, please contact the person responsible for your business or one of our Directors.
- 16.2 We have a procedure for complaints to ensure any problem is dealt with promptly and fairly. If you feel comfortable, please direct your complaint to the person in the firm who you have been dealing with. If you don't feel comfortable approaching this person, please contact one of our Directors.
- 16.3 If you are not satisfied with the way we have dealt with your complaint the New Zealand Law Society has a complaints service to which you may refer the issue. To do so, phone 0800 261 801 and you will be connected to a Legal Standards Officer who can provide information and advice about lodging a concern or making a complaint. Alternatively, you can fill in a concerns form or a complaints form on the Law Society's website at www.lawsociety.org.nz.