

## TERMS OF ENGAGEMENT

These are the standard terms on which Whitlock Williams provides legal and related services to clients. Subject to any other agreement that we reach in writing, these are the terms that will apply whenever you instruct us to act on any matter. Your continued instructions to us confirms your acceptance of these terms.

### 1. Client Care and Service

Whatever legal services we provide to you, we are required to:

- Act competently, in a timely way, and in accordance with instructions received and arrangements made;
- Protect and promote your interests and act for you free 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.

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.lawyers.org.nz](http://www.lawyers.org.nz).

### 2. Confidentiality

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 where necessary or desirable to enable us to carry out your instructions or where required by law or by the Law Society's Rules of Conduct and Client Care for Lawyers. We will of course, not disclose information to you which we have in relation to any other client.

### 3. Electronic communications

Unless otherwise agreed with you, we may communicate with you and others by electronic means. We do not accept any responsibility and will not be liable for any loss or damage caused in connection with the corruption or interference of any electronic message.

### 4. File storage

We retain the files that we create on a matter and any documents that you leave with us for a minimum period of 6 years, or such other time as required by law. You agree to us retaining files and documents in electronic format to the extent permitted by law. File storage may be in cloud computing services located in New Zealand or elsewhere.

### 5. Fees

Our fees will be fair and reasonable based on a combination of factors including time, skill, specialisation, urgency and complexity. We are happy to provide an estimate of fees and disbursements at any time upon request. Where an estimate is provided, it will be based on our experience of similar matters and will be based on your matter following a similar path. If

unforeseen issues should arise, we will keep you informed and update the estimate accordingly.

Your invoice may separately list a charge for:

- (a) sundry office disbursements, which is a flat fee of \$40 for photocopying, telephone calls and facsimiles; and/or
- (b) office overheads related to search and registration of property titles, which is a flat fee of \$70 for overhead costs associated with the LINZ license and LINZ documentary requirements.

If you have been given a fee estimate, these amounts will be included in, and not charged additional to, your fee estimate.

Unless otherwise discussed with you, we will render an invoice at the conclusion of our services. Invoices are payable 14 days after the date of invoice. You authorise us under these terms to deduct fees and disbursements due to us from funds held on your behalf in our trust account.

## **6. Trust account**

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 a bank.

## **7. Professional Indemnity Insurance**

We hold professional indemnity insurance that meets and/or exceeds the minimum standards specified by the Law Society.

## **8. Lawyers Fidelity Fund**

The Law Society maintains the Lawyers Fidelity Fund for the purposes of providing clients of lawyers with protection against theft. 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 and 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.

## **9. 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 or charges, you may refer your complaint to the person in our firm who has overall responsibility for your work or to any director of the firm. If you are not satisfied with that person's response to your complaint, you may place your complaint in writing and upon request, we will refer your complaint to an independent Solicitor for mediation at no cost to you.

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 on 0800 261 801 or through their website at [www.lawsociety.org.nz](http://www.lawsociety.org.nz).

## **10. Consent to identity verification**

You consent to your identity being verified against any relevant source, including in accordance with Verifi's privacy policy and other policies listed: Dow Jones Watchlist, LINZ New Zealand Birth Certificate, New Zealand Companies Office, New Zealand Passport, NZTA (Driver's Licence), NZTA (Vehicle Registration).

## **11. Termination**

You may terminate our retainer at any time. We may terminate our retainer in the circumstances set out in the Law Society's Rules of Conduct and Client Care for Lawyers. Regardless of who terminates the retainer, you must pay us all fees due and disbursements paid up to the date of termination.