

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 Standard Terms of Engagement.

We may deduct from any funds held on your behalf in our trust account any fees, expenses or disbursements for which we have provided an invoice.

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 or charges, 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, then you may refer your complaint to any one of the firm's directors whose contact details can be found at www.northharbourlaw.co.nz.

The Law Society also maintains a complaints service and you are able to make a complaint to that service. To do so you may contact:

The Lawyers Complaints Service
Phone: 0800 261 801
Email: complaints@lawsociety.org.nz

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. Compliance Obligations

We are obliged to comply with all laws applicable to us in all jurisdictions, including (but not limited to):

- Anti money laundering and countering financing of terrorism laws; and
- Laws relating to tax and client reporting and withholding.

We may be required to undertake customer due diligence on you, persons acting on your behalf and other relevant persons such as beneficial owners and controlling persons. We may not be able to begin acting, or to continue acting, for you until that is completed.

7. Client Care and Service

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

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 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 they 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

8. 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 letter of engagement and/or Standard Terms of Engagement.

Standard Terms of Engagement with North Harbour Law

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.

1. Services

1.1 The services which we are to provide for you are outlined in our engagement letter or discussed with you personally.

2. Financial

2.1 The fees which we will charge or the manner in which they will be arrived at for the agreed scope of services will be set out in our engagement letter. Work outside that scope will be charged on an hourly rate basis, for which, if requested, we will give you an estimate of the further costs. Hourly rates will be set out in our engagement letter or as otherwise advised and may be varied by us.

We will charge a fee that is fair and reasonable, taking into account the following criteria which are specified in the Law Society's Conduct and Client Care Rules 2008:

- The time and labour expended.
- The skill, specialised knowledge, and responsibility required to perform the services properly.
- The importance of the matter to the client and the results achieved.
- The urgency and circumstances in which the matter is undertaken and any time limitations imposed, including those imposed by the client.
- The degree of risk assumed by the lawyer in undertaking the services, including the amount or value of any property involved.
- The complexity of the matter and the difficulty or novelty of the questions involved.
- The experience, reputation and ability of the lawyer.
- The possibility that the acceptance of the particular retainer will preclude engagement of the lawyer by other clients.
- Whether the fee is fixed or conditional (whether in litigation or otherwise).
- Any quote or estimate of fees given by the lawyer.

- Any fee agreement (including a conditional fee agreement) entered into between the lawyer and client.
- The reasonable costs of running a practice.
- The fee customarily charged in the market and locality for similar legal services.

2.2 Disbursements and Expenses

In providing services we may incur disbursements or have to make payments to third parties on your behalf. These will be included in our invoice to you when the expense is incurred. We may require an advance payment for the disbursements or expenses which we will be incurring on your behalf.

2.3 Office Service Charge Fee

In addition to disbursements, we may charge a fee to cover out of pocket costs which are not included in our fee and which are not recorded as disbursements. These include items such as photocopying and printing, postage and phone calls.

2.4 GST (if any)

Is payable by you on our fees and charges.

2.5 Invoices

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.

2.6 Payment

Invoices are payable within 14 days of the date of the invoice, unless alternative arrangements have been made with us. We may require interest to be paid on any amount which is more than 7 days overdue. Interest will be calculated at the rate of 2% above our firm's main trading bank's 90-day bank bill buy rate as at the close of business on the date payment became due. If an invoice is not paid by the due date, we may stop work for you after we have informed you, and this may take place immediately. You will be liable for all reasonable costs incurred by us in recovering unpaid accounts.

2.7 Security

We may ask you to pre-pay amounts to us, or to provide security for our fees and expenses. You authorise us:

- to debit against amounts pre-paid by you; and
- to deduct from any funds held on your behalf in our trust account and fees, expenses or disbursements for which we have provided an invoice.

2.8 Third Parties

Although you may 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, nevertheless you remain responsible for payment to us if the third party fails to pay us.

3. Confidentiality and Personal Information

- Confidence:** 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:
 - to the extent necessary or desirable to enable us to carry out your instructions; or
 - as expressly or impliedly agreed by you; or
 - as necessary to protect our interests in respect of any complaint or dispute; or
 - to the extent required or permitted by law.
- 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.
- Personal Information and Privacy:** In our dealings with you we will collect and hold personal information about you. We will use that information to carry out our services and to make contact with you about issues we believe may be of interest to you. Provision of personal information is voluntary but if you do not provide full information this may impact on our ability to provide our services to you.
- Subject to clause 3.1, you authorise us to disclose, in the normal course of performing our services, such personal information to third parties for the purpose of providing our services and any other purposes set out in these Terms.
- We may disclose your name and address 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.
- 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.
- Verification of Identity:** The Financial Transactions Reporting Act 1996 requires us to collect from you and to retain information required to verify your identity. We may therefore ask you to show us documents verifying your identity (such as a passport or driver's licence). We may retain copies of these documents. We may perform such other customer verification checks as to your identity and checks as to the source of any funds associated with any transaction to which the Services relate as we consider to be required by law.
- Compliance:** Please refer to section 4 'Compliance' regarding information that may be required to be provided to third parties.

4. Compliance

- We are obliged to comply with all laws applicable to us in all jurisdictions, including (but not limited to):
 - Anti money laundering (AML) and countering financing of terrorism (CFT) laws; and
 - laws relating to tax and client reporting and withholdings.
- We may be required to undertake customer due diligence on you, persons acting on your behalf and other relevant persons such as beneficial owners and controlling persons. We may not be able to begin acting, or to continue acting, for you until that is completed.
- To ensure our compliance and yours, we may be required to provide information about you, persons acting on your behalf or other relevant persons to third parties (such as government agencies). There may be circumstances where we are not able to tell you or such persons if we do provide information.
- Please ensure that you and/or any of the persons described previously are aware of and consent to this. It is important to ensure that all information provided to us is accurate. If the information required is not provided, or considered by us to be potentially inaccurate, misleading, or in contravention of any law, we may terminate or refuse to enter into an engagement.

5. Termination

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

6. Retention of files and documents

- You authorise us (without further reference to you) to destroy all files and documents for this matter (other than any documents that we hold in safe custody for you) after our engagement ends.
- We will provide copies of records held on your matter in accordance with our obligations under the Privacy Act 2020 on request. We may charge for the cost of providing records to you.

7. Conflicts of Interest

- 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.

8. Duty of Care

- 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.

9. No Investment Advice

- If we are providing conveyancing or other property or business acquisition services to you, we do not carry out valuations of property or businesses. While we will advise you in relation to the property or business, we are not responsible for determining whether the property or business meets your needs or investment profile and we cannot give you advice with respect to the quality of the investment decision. We do not provide investment advice in respect of financial products other than bank deposits. We recommend you consult a suitably qualified professional such as a registered valuer, financial adviser and/or accountant in relation to these issues.

10. 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 unless it is not reasonable or practicable to do so. In that case we will charge an administration fee of 5% of the gross interest derived.

11. General

- 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.
- Our relationship with you is governed by New Zealand law and New Zealand courts have non-exclusive jurisdiction.

12. Limitation on our Liability

To the extent allowed by law, our aggregate liability to you (whether in contract, tort, equity or otherwise) in connection with our services is limited to the amount available to be payable under the Professional Indemnity Insurance held by the firm.