

BARRATT-BOYES LAW PRACTICE

TERMS OF ENGAGEMENT

Agreement

These terms of engagement apply to our relationship with you when we receive and act on your instructions. These terms apply unless we agree otherwise in writing with you. Usually we will write to you concerning your instructions. Please let us know immediately if the letter does not accurately record your instructions.

Our Services

We will provide our legal services to you in accordance with the instructions we have accepted from you. We will act professionally, legally and ethically and with all due care and skill.

Our services are provided to you only, and not to anyone else (including any person or entity related to or associated with you) unless we agree to this in writing.

Confidentiality

We will hold in strict confidence all information concerning your business and your instructions that we acquire through our work for you. The only exceptions are where you authorise us to disclose such information or where we must do so by law.

Conflict of Interest

We will consult with you immediately on how to resolve the matter if any potential conflicts of interest arise between you and another party for whom we act or between you and us.

Our Fees

Our fees are calculated on the time and resources involved; on complexity, urgency and importance of the matter to you and the results achieved; on value or amount of any property or money involved and on skills and specialised knowledge involved. Our fees will have goods and services tax added to them as required by law.

We will provide an estimate of what our fees are likely to be. Issues may arise later which we have not taken into account. We will then need to revise our estimate to cover the additional work and will discuss this with you before proceeding.

Other Charges

Other charges include disbursements which we pay on your behalf, such as registration and filing costs, court fees, search fees, delivery charges, agents' fees, and fees for reports by outside agencies such as LIM reports and valuations. We may ask you for payment in advance for some disbursements.

Other charges also include office service charges to cover expenses such as facsimiles, long distance and mobile phone calls, and photocopying.

Payment

We require payment on handing to you, or forwarding by post or email, our invoice. You authorise us to deduct payment from money held by us on your account. With regard to property transactions billing will be on or near settlement or conclusion of the transaction. With regard to other matters which are conducted over a lengthy period we will send you regular interim bills usually bi-monthly.

On some matters, such as those involving disputes, we may ask you to pay fees in advance. We will hold this payment in our trust account on your behalf until we have issued you with an invoice for the work done.

We may charge interest at the rate of 12% per annum for late payment and court filing fees and legal costs on an indemnity basis.

We may stop working and hold the file if our account is not paid or an advance payment is not made.

Trust Account

All payments we receive are paid to our trust account.

If we are holding significant funds for more than a short period of time on your behalf we will normally put these on interest-earning deposit for your benefit subject to you first signing the self-certification form required by law consenting to disclosure of information about the investment to tax authorities.

We may charge an administration fee of 5% of the interest earned.

You authorise us to deduct from your money any residential land withholding tax you are liable to pay on the sale of a property and to pay it to the Inland Revenue Department.

E-mail

We will communicate with you by email if you request. However, we will not be responsible for any of the risks associated with electronic communication.

Retention of Files and Documents

We will retain the file that we create for your work on any one matter for 10 years. At the end of this time we may destroy the file in a confidential manner.

We will retain the file until all money owed to us is paid. If you decide to instruct another lawyer you must pay us all money we are owed before we will release your file to the new lawyer.

End of Engagement

You may terminate our engagement at any time in writing. You must pay our fees for work done and for other charges incurred up to the time of termination.

We may end our engagement for good cause and after giving you reasonable notice.

Privacy authorisation

You authorise us to collect and hold personal information about you from any source we consider appropriate for the purposes of determining your credit worthiness, debt collection or any other related purpose.

You have a right of access to and may request correction of any personal information we hold about you.

Professional Indemnity Insurance

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

Lawyers Fidelity Fund

The Law Society maintains the Lawyers' Fidelity Fund to provide clients of lawyers with protection against theft by lawyers. The maximum amount payable by the fund is \$100,000.00 to an individual claimant.

Complaints

We strive to give our clients the best service we can and will do our utmost to answer any questions or resolve any complaints that you have.

If we are unable to resolve the problem we will agree with you on an alternative method of resolving it, such as mediation.

You may also refer the matter to the Law Society. Its website is www.lawsociety.org.nz and its telephone number is 0800 261 801.

We welcome your feedback and comments on the service we provide and on the fees we charge. We aim to continually improve our service to you.