

Thank you for instructing us.

We are required, pursuant to the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care Rules) 2008, to provide you with information regarding our terms and conditions of our engagement. We set this information out below.

General

These Terms apply to any current engagement and also to any future engagement, whether or not we send you another Letter of Engagement.

We are entitled to change these Terms from time to time, in which case we will notify you of any amended Terms.

New Zealand law governs our relationship with you and New Zealand Courts have exclusive jurisdiction.

Services

The services which we are to provide for you are outlined in our engagement letter. These Standard Terms of Engagement apply in respect of all work carried out by us for you, except to the extent that we otherwise agree with you in writing.

Acceptance of these terms and conditions

You are not required to acknowledge this or do anything to confirm acceptance of the terms and conditions. Your acknowledgement and acceptance is confirmed when you continue to instruct us in relation to your matter or matters.

Client Care

Lawyers owe obligations to clients. These obligations are:

- *To act competently, in a timely way, and in accordance with instructions received and arrangements made;*
- *To protect and promote your interests and act for you free from compromising influences or loyalties;*
- *To provide you with information about the work to be done, who will do it and the way the services will be provided;*
- *To give you clear information and advice;*
- *To protect your privacy and ensure appropriate confidentiality;*
- *To treat you fairly, respectfully, and without discrimination;*
- *To keep you informed about the work being done and advise you when it is completed;*
- *To 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.

Lawyers

Legal House
11 Hokianga Road
Dargaville 0310

P.O. Box 16
Dargaville 0340
DX AA23502

Phone (09) 439 7099
Fax (09) 439 6464
info@hammondslaw.co.nz

Fees and billing arrangements

Our fees are calculated on the basis of the time recorded on the matter (unless otherwise agreed). We may also calculate our fee utilising a range of other factors in accordance with the New Zealand Law Society guidelines. These guidelines include factors such as expertise, importance, urgency and the results achieved. The hourly rate of our staff varies according to their experience and skill level.

The fees which we will charge or the manner in which they are assessed will be set out in our engagement letter.

If the engagement letter specifies a fixed fee, we will charge this for the agreed scope of our services. Work that falls outside that scope will be charged on an hourly rate basis. We will advise you as soon as reasonably practicable if it becomes necessary for us to provide services outside the agreed scope, and if requested, we will give you an estimate of the likely amount of the further costs.

Where our fees are calculated on an hourly basis, the hourly rates are set out in our engagement letter. The differences in those rates reflect the experience and specialisation of our professional staff. Time spent is recorded in 6 minute units, with time rounded up to the next unit of 6 minutes.

GST (if any) is payable by you on our fees and charges.

An invoice will be sent to you upon completion of the matter or as stated in our letter of engagement to you. We may also send you an invoice when we incur a significant expense.

Disbursements and expenses

In addition to our fees we also charge for disbursements and office expenses.

Disbursements are such things as, but not limited to; court fees, registration fees, courier fees, travel expenses, and duties/levies etc. These will be included in our invoice to you when the expense is incurred. We may require an advance payment from you for these costs. We do not add a margin to disbursements.

Office expenses are the expenses incurred in the ordinary course of business and include such things as; telephone/toll calls, photocopying and printing. Our invoices also include a charge for sundry office expenses, such as postage and forms. This charge is relative to the complexity of your file, but would normally range between \$10-\$60. Office expenses will be itemised to you on your invoice.

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 that is more than 14 days overdue at the rate of 2% per month.

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 any fees, expenses or disbursements for which we have provided an invoice.*

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

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Companies and Trusts

If we receive instructions from you in respect to a company of which you are a company director, or for a trust of which you are a trustee or settlor, then our legal services will be provided to you on the basis that you are personally liable for payment of our fees and disbursements. A personal guarantee may be required.

Trust Account

We maintain a trust account for all funds that 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. In that case we will charge an administration fee of 5% of the gross interest earned.

Professional indemnity insurance and fidelity fund

Hammonds Law carries Professional Indemnity Insurance underwritten by QBE Insurance (International) Limited. This insurance is for a limit of \$3,000,000.00 on any one claim with an annual aggregate of \$12,000,000.00. The excess applicable is \$15,000.00, costs exclusive for each and every claim.

The New Zealand Law Society Fidelity Fund also provides a limited form of cover to specified maximums in certain circumstances.

Privacy

We collect and hold personal information about you. If you are an organisation we may need to collect and hold personal information about your personnel. This information includes:

- *name*
- *contact information*
- *billing or purchase information*
- *address.*
- *date of birth*
- *IRD number*

We collect your personal information in order to undertake our business, carry out your instructions, and comply with our legal obligations, including in relation to the Anti-Money Laundering and Countering Financing of Terrorism Act 2009.

Besides our staff, we share this information with:

- *APLYiD in order to verify the information provided (with your consent). APLYiD do not hold your information once it has been verified.*
- *In some transactions, Land Information New Zealand to complete electronic registration of land transactions.*

We keep your information safe on physical files in our office or our storage site and/or by storing it in encrypted files on our server.

We will require you to provide documents to verify some personal information such as your name, date of birth and address. This is required to comply with our legal obligations. Any delay by you in doing so may hold up work on the matter.

From time to time, we may require updated information from you.

(continued next page)

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Privacy (continued)

If you choose not to provide the information we require, we'll be unable to act for you.

You have the right to ask for a copy of any personal information we hold about you, and to ask for it to be corrected if you think it is wrong. If you'd like to ask for a copy of your information, or to have it corrected, please contact us at info@hammondslaw.co.nz, or 094397099, or PO Box 16, Dargaville.

Confidentiality

We will hold in confidence all information 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*
- *To the extent required by law or by the Law Society's Rules of Conduct and Client Care for Lawyers; or*
- *To the extent as described in our privacy policy.*
- *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, of course, not disclose to you confidential information which we have in relation to any other client.*

Retention of files and documents

We will keep a record of all important documents which we receive or create on your behalf on the following basis:

- *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).*
- *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.*
- *We are not obliged to retain copies of documents where on your request we have provided the originals to you or to another person, although we are entitled to retain copies for our own records.*
- *On your request, we will provide you with 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 our reasonable costs to do this.*
- *You authorise us (without further reference to you) to destroy all files and documents (other than any documents that we hold in safe custody for you) 7 years after our engagement ends.*

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 we will follow the requirements and procedures set out in the Law Society's Rules of Conduct and Client Care for Lawyers.

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.

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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 to us all fees due up to the date of termination and all expenses incurred up to that date.

Complaints

If you have any complaints about our service, you may raise them with your Lawyer. If you feel you cannot raise them with your Lawyer please contact Dave Dennis or our Practice Manager Eryn Wilson-Collins on 09 439 7099.

You can also contact the New Zealand Law Society Complaints Service:

Lawyers Complaints Service
P O Box 5041
Wellington 6140
New Zealand

Phone: 0800 261 801
Email: complaints@lawsociety.org.nz

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