

TERMS OF ENGAGEMENT AND CLIENT CARE AGREEMENT

Client Care Charter

We are required to inform you of the client care rules issued to lawyers by the New Zealand Law Society concerning terms of engagement and arrangements which exist between us as your lawyer and you as our client.

We are committed to doing our best to ensure that your legal needs are met. We will:

1. Protect and promote your interests and act for you free from compromising influences or loyalties.
2. Discuss with you your objectives and how they should best be achieved.
3. Act competently, in a timely way, and in accordance with instructions received and arrangements made.
4. Provide you with information about the work to be done, who will do it and the way the services will be provided.
5. Protect your privacy and ensure appropriate confidentiality.
6. Treat you fairly, respectfully and without discrimination.
7. Give you clear information and advice.
8. Keep you informed about the work being done and advise you when it is completed.
9. Charge you a fee that is fair and reasonable and let you know how and when you will be billed.
10. 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 the justice system. If you have any questions, please contact us on telephone 07-888-7072 or e-mail office@joneshowden.co.nz or the Law Society on 0800 261 801 or lawsociety.org.nz.

People responsible for your work

Don Howden or Peter Hardie will be the partner with overall responsibility for the work on this matter. Employees of Jones Howden will assist with this file. Feel free to contact either the partner responsible for this file or the assisting employee.

The basis of our charges

The New Zealand Law Society Rules provide that our fees be fair and reasonable for the services provided. Unless agreed otherwise our fees are based on the range of factors applied by the NZ Law Society, including time, expertise, value importance, urgency, the reasonable costs of running our business and the results achieved. Our fees may change from time to time, and a full list of the rates of any lawyers working for you is available at any time. We also charge for disbursements including but not limited to (court fees, registration fees, searches etc) and travel expenses incurred on your behalf. These will be itemised separately, and we will notify you if any fees or disbursements need to be paid for in advance.

We also reserve the right to charge interest at a rate not exceeding 5% above the rate charged by our bankers for ordinary overdraft facilities.

Billing arrangements

We will issue a final bill and statement on completion. Current payment terms are set out on invoices from time to time. Unless otherwise stated, accounts are due for payment within 14 days. If your account/s remains outstanding after 60 days, we reserve the right to do no further work for you until appropriate arrangements are made to bring the account back into good standing.

If your account/s remains outstanding after 90 days without arrangement we may request a Debt Collection Agency to recover the debt owed to our firm. All costs and disbursements charged to us by the Debt Collection Agency will be payable by you.

In terms of rule 3.4(a) of the Rules of Conduct and Client Care fees may be deducted from funds held for you. Our computer programme is such that any fees and disbursements will be automatically debited from any funds held to your credit. If you have any difficulty with this please advise us.

Estimate

We are able to provide a fee estimate of our fees and disbursements. We recommend you discuss with us the exact nature of the work and the manner in which it is to be undertaken. We will inform you if there are any unusual features or any other matters which may arise or of any unexpected delays.

Professional indemnity insurance & fidelity fund

We hold professional indemnity insurance that meets or exceeds standards specified by the Law Society. The Lawyers' Fidelity Fund also provides a limited form of cover up to specified maximums in certain circumstances, generally excluding investment monies. Any funds held for you will not be held or utilized for purposes not covered by the Lawyers' Fidelity Fund.

Termination

You have the right to terminate this agreement at any time. We may terminate the agreement as provided by the Law Society Rules. If the agreement is terminated you will pay to us all fees and others costs and expenses incurred up to the date of the termination.

Tax

We do not provide tax advice unless you specifically ask us to do so in writing.

E-mail

We may make contact with each other by e-mail. If there are any problems which arise out of the e-mail which causes viruses or any other problems we do not accept responsibility for any loss arising from that.

Independent Advice

If you wish to obtain independent advice on these terms please do so before accepting them by signing a copy of this agreement.

Complaints

We are committed to resolving any concerns and complaints as soon as possible. If you have any concerns or complaints that you prefer not to raise with the partner named above with overall responsibility for this matter, please contact Fiona Theobald, our Practice Manager personally. We are committed to resolving any concerns and complaints as soon as possible. You can also contact the NZ Law Society's Lawyers' Complaints Service, at 26 Waring Taylor Street, PO Box 5041, Wellington 6145, Tel (04) 472 7837 or (0800) 261 801, Fax (04) 473 7909

Completion

When this matter is completed, we will advise you accordingly and provide a brief summary of the work undertaken if we have not already done so. Where appropriate we will also identify any necessary future action which may be required by you.

Ownership of Files

The file or files created by the firm on your behalf remain the property of the firm. Copies of documents and letters will be provided to you, if requested, as part of the normal practice. Should you wish to obtain a copy of the file or documents from the file the firm may charge you a fee for copying the file or documents from the file (including an administration fee and a fee per page of copying required). The firm's file remains its property at all times. Your file and associated papers excluding deeds, will be kept for ten (10) years after which time the files will be reviewed and destroyed at the firm's discretion.

This Memorandum

Whether or not you sign this memorandum you will be bound by its terms. However, we would prefer to have a signed copy on our file and therefore ask that you sign and return the **duplicate copy**.

We will only forward this memorandum to you once. These Terms of Engagement will apply to all further instructions received from you and all works and services that we perform for you unless we advise you that our Terms of Engagement have been amended.

Conclusion

We value your instructions and look forward to an ongoing relationship with you, so please retain this letter as the core basis of our relationship and our commitment to you to attend to your affairs diligently, with an efficient, effective and professional service.