

STANDARD TERMS OF ENGAGEMENT –
DUCRAY LAW LIMITED & PROPERTY LAW CENTRE

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

1.2 The services which we are to provide for you are outlined in our Letter of Engagement.

2. FINANCIAL

2.1 Fees

a) The fees which we will charge, or the manner in which they will be arrived at, are set out in our Letter of Engagement.

b) If the Letter of Engagement specifies a fixed fee, we will charge this for the agreed scope of our services. Work which 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, give you an estimate of the likely amount of the further costs.

c) Where our fees are calculated on an hourly basis, the hourly rates are set out in our Letter of Engagement. 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.

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 GST (if any)

Is payable by you on our fees and charges.

2.4 Invoices

We will send invoices to you, usually monthly (on large matters), on completion of the matter, or on termination of our engagement. We may also send you an invoice when we incur a significant expense.

If our Letter of Engagement to you specifies a fixed fee, this fee is due for payment when the transaction is settled, and you authorise us to pay these fees out of any settlement funds received.

2.5 Payment and Debt Collection

Invoices are payable within 14 days of the date of the invoice, unless alternative written 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 monthly at the rate of 12% per annum.

If invoices are not paid in full and on time, you will pay collection and legal fees, and such fees may include additional fees or commissions charged by debt collecting firms, as well as actual legal costs and disbursements charged on a solicitor own client basis. If we find it necessary to sue you, service of any

document will be deemed to be effected on you if that document is left at the address shown as your business address or home address or registered address.

2.6 Security

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

- a) to debit against amounts pre-paid by you; and
- b) 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.

2.7 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

3.1 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:

- a) to the extent necessary or desirable to enable us to carry out your instructions; or
- b) to the extent required by law or by the Law Society's *Rules of Conduct and Client Care for Lawyers*.

3.2 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.

3.3 We will of course, not disclose to you confidential information which we have in relation to any other client.

4. TERMINATION

4.1 You may terminate our retainer at any time.

4.2 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*.

4.3 If our retainer is terminated, you must pay us all fees incurred up to the date of termination and all expenses incurred up to that date.

5. RETENTION OF FILES AND DOCUMENTS

5.1 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) 7 years after our engagement ends, or earlier if we have converted those files and documents to an electronic format.

6. CONFLICT OF INTEREST

6.1 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*.

7. DUTY OF CARE

7.1 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.

8. TRUST ACCOUNT

8.1 We maintain a trust account for all funds which we receive from clients. 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 usually charge an administration fee of 5% of the interest derived.

9. GENERAL

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

9.2 We are entitled to change these Terms from time to time, in which case we will send you amended Terms.

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

1/2011

INFORMATION FOR CLIENTS –

DUCRAY LAW LIMITED & PROPERTY LAW CENTRE

Set out below is the information required by the *Rules of Conduct and Client Care for Lawyers of the New Zealand Law Society* (“the 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. 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. This is 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 – see Letter of Engagement.

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, you may refer your complaint to John Fitchett, OF Rout Milner Fitchett.

Mr Fitchett may be contacted as follows:

- by letter to PO Box 580, Nelson;
- by email to john@rmf-law.co.nz;
- by telephoning him at (03) 548 0064.

He will look into, and try to resolve, the complaint – 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.

The Secretary
The New Zealand Law Society

or *The Secretary*
The New Zealand Law Society

PO Box 240
Nelson Phone: (03) 545 2614

PO Box 5041
Wellington Phone (04) 472 7837

5. Persons Responsible for the Work

The names and status of the person or persons who will have the general conduct of or overall responsibility for the services we provide for you are set out in our Letter of Engagement.

6. 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 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.lawsociety.org.nz (reference to be completed) or call 0800 261-801.

7. 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.

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