

Client Care and Service Information

1. Services

1.1 Whatever services we are providing, we will:

- 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

2. Financial

Fees

2.1 a. Our fees will be fair and reasonable for the services provided, having regard to the interests of both the client and lawyer and having regard also to the factors set out in paragraph (c) below. If the engagement letter specifies a fixed fee, we will charge this for the agreed scope of our services.

c. For all other work the fees which we will charge or the manner in which they will be arrived at, are calculated taking into account to the following considerations:

- The time and labour expended
- The skill, specialised knowledge and responsibility required of the lawyer to perform the legal service 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 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 employment 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
- d. For certain types of work we may require a retainer to be paid in advance. This will be advised to you either at the time of the initial interview, or in writing as and when such payments are required.

Disbursements and expenses

- 2.2 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.

GST (if any)

- 2.3 Is payable by you on our fees and charges.

Invoices

- 2.4 We may send interim invoices to you.

Payment

- 2.5 Invoices are payable on the 20th of the month following 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 3% 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.

Authority to deduct

- 2.6 You authorise us 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.

Third parties

- 2.7 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. Retention of files and documents

- 3.1 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 a matter has been completed or earlier if we have converted those files and documents to an electronic format.

4. Duty of care

- 4.1 Our duty of care is to you and not to any other person.

5. Trust account

- 5.1 We maintain a trust account for all funds which we receive from clients (except money received for payment of our invoices). If we are holding significant funds on your behalf, at your request, we will lodge those funds on interest bearing deposit with a bank. In that case we will charge an administration fee of 6% of the gross interest derived.

6. Professional Indemnity Insurance

6.1 We hold professional indemnity insurance that meets or exceeds the minimum standards specified by the New Zealand Law Society. We will provide you with particulars of the minimum standards upon request.

7. Lawyers Fidelity Fund

7.1 The New Zealand 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 and 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.

8. Complaints

8.1 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 the overall responsibility for your work.

8.2 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 Kay Nalsund our Practice Manager. She may be contacted as follows:

- By letter
- By email at knalsund@gwlaw.co.nz
- By telephoning her at 03 578 4229 or direct dial 03 579 1831

8.3 The Law Society operates the Lawyers Complaints Service and you are able to make a complaint to that service. To do so, phone **0800 261 801** and you will be connected to the nearest Complaints Service Office, which can provide information and advice about making a complaint.

9. General

9.1 These 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.

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.