

wildinglaw

TERMS OF ENGAGEMENT

1. Services

1.1 The services we will provide for you are set out in our letter of engagement.

2. Financial

2.1 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 which is more than seven (7) days overdue. Interest will be calculated at the rate of 5% above our firm's trading bank's 90-day bank bill buy rate on the date payment became due. If the account is not paid within 30 days after the due date, our costs of collection of the debt will also be recoverable. This clause is intended to be for the benefit of and enforceable by our debt collection agency under the Contracts (Privity) Act 1982.

2.2 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.

2.3 Where the client is a company, we may require a personal guarantee to be provided for fees payable.

2.4 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:

- 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;

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.

3.4 Wilding Law reserves the right to record and retain all phone messages and phone conversations.

4. Termination

4.1 You may terminate our retainer at any time.

4.2 We may terminate our retainer in any 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 due 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) seven (7) years after our engagement ends, or earlier if we have converted those files and documents to an electronic format.

5.2 You authorise us to:

- Operate a paperless office by retaining only electronic copies of documents and information received in relation to your instructions, and immediately destroying on a daily basis paper copies.
- Use third-party servers within New Zealand to electronically hold all information relating to your instructions.

5.3 Despite clause 4.2 above, we will when reasonably necessary, and subject to legal requirements, hold physical originals of important documents such as Wills, Powers and Deeds.

6. Conflicts 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 (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 7.5% of the interest derived.

9. Exclusion of Tax Liability

9.1 You are responsible for any tax liability which may be incurred by or assessed against you as a result of the interpretation of any legal document we prepare on your instructions.

10. Electronic signing: Electronic Transactions Act 2002

10.1 You consent to receive from us information and documents which are electronically signed by us (rather than physically signed by us). The electronic signature will be visible on the face of the document.

11. General

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

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

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

OUR CLIENT CARE CHARTER

1. **Client Care:** We are committed to doing our best to ensure that your legal needs are met at all times.

1.1 We will:

- 1.1.1 Protect and promote your interests and act for you free from compromising influences or loyalties.
- 1.1.2 Discuss with you your objectives and how they should best be achieved.
- 1.1.3 Act competently, in a timely way, and in accordance with instructions received and arrangements made.
- 1.1.4 Provide you with information about the work to be done, who will do it and the way the services will be provided. This information is set out in our Letter of Engagement.
- 1.1.5 Protect your privacy and ensure appropriate confidentiality.
- 1.1.6 Treat you fairly, respectfully and without discrimination.
- 1.1.7 Give you clear information and advice.
- 1.1.8 Keep you informed about the work being done and advise you when it is completed.
- 1.1.9 Charge you a fee that is fair and reasonable and let you know how and when you will be billed.
- 1.1.10 Let you know how to make a complaint and deal with any complaint promptly and fairly.

1.2 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 justice system. If you have any questions, please contact us on 03 358 9988 or www.wildinglaw.co.nz or the Law Society on 0800 261 801 or www.lawsociety.org.nz.

1.3 Any limitations on the extent of our obligation to you are set out in our Letter of Engagement.

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 purpose 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.

4. **Complaints:** We maintain a procedure for handling any complaints by clients, designed to ensure that a complaint is dealt with promptly and fairly.

If you do not wish to refer your complaint to a person referred to in our Letter of Engagement, or you are not satisfied with that person's response to your complaint, please contact David Wilding.

We are committed to resolving any issues as soon as possible. You can also contact the NZ Law Society's Complaint Service at:

26 Waring Taylor Street

PO Box 5041

Wellington 6145

Tel: 04 472 7837 or 0800 261 801

Fax: 04 473 7909

5. **The Basis of our Charges:** The basis of our fee charging for your particular instructions is set out in our letter of engagement. Unless agreed otherwise our fees are based on the range of factors applied by the NZ Law Society, including time, expertise, importance, urgency, and results achieved. A full list of the rates of any lawyers working for you is available at any time. These rates may change from time to time. We also charge for disbursements (court fees, registrations, duties/levies 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.

6. **Billing Arrangement:** To help you budget we issue interim accounts, usually monthly, while work is in progress, with a final bill on completion. Current payment terms are set out on invoices from time to time, and unless otherwise stated are due for payment within 14 days. We may deduct from funds held on your behalf any fees, disbursements or expenses for which we have provided an invoice.

7. **Completion:** When the work 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 that may be required.

Our Client Care Charter incorporates our Terms of Engagement (see reverse).