

INSIGHT LEGAL

STANDARD TERMS OF ENGAGEMENT

Our Relationship

We value our relationship with you. It is important that you understand the terms on which we provide legal services.

If you are acting on behalf of a trust, or a company, we consider that you are authorised to do so, and that you and the trustees or director(s) personally guarantee payment of all costs incurred.

Unless we have agreed in writing with you, these terms will apply each time you instruct us, now and in future. Accordingly, please keep a copy of these terms in a safe place.

Should you have any questions or concerns regarding our terms, please contact Dr John Gray or Graham O'Brien.

Services and Client Care

In order to provide cost effective specialist advice and service, your matter may be delegated to a person other than your original contact with us as outlined in our letter of engagement.

Be assured that the person looking after your file will comply with all legal and ethical obligations, use their best efforts to achieve the agreed outcome and costing, and take all reasonable care and skill in the discharge of their duty.

They will:

- (a) Act competently, in a timely way, and in accordance with instructions received and arrangements made.
- (b) Protect and promote your interests and act for you free from compromising influences or loyalties.
- (c) Discuss with you your objectives and how they should best be achieved.
- (d) Provide you with information about the work to be done, who will do it and the way the services will be provided.
- (e) Charge you a fee that is fair and reasonable and let you know how and when you will be billed.
- (f) Give you clear information and advice.
- (g) Protect your privacy and ensure appropriate confidentiality.
- (h) Treat you fairly, respectfully and without discrimination.
- (i) Keep you informed about the work being done and advise you when it is completed.
- (j) 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. Under our terms of engagement our duty is owed solely to the client who has engaged us. These obligations are subject to other overriding duties, to the Courts and to the justice system.

Communication

To ensure good record keeping, you will provide to us your full name, a postal address, telephone numbers where you may be reached and if possible an email address. Should you provide a fax number, correspondence will be sent to that fax without letting you know beforehand.

We may from time to time send you information which we feel may be of interest to you. At any time should you prefer not to receive such information, please let us know.

Work

We will provide you with regular progress reports concerning your matter and endeavour to keep you informed of any unexpected delays, costs or additional work which may be required. Also, you may request an update on progress.

Fees

Some services will be provided at a fixed fee set out in our letter of engagement to you.

For all other work fees will be calculated on an hourly basis at the rate set out in our engagement letter. The differences in the rates reflect the experience and specialisation of our professional staff. Time spent is recorded in 6 minute units, with the time rounded up to the next unit of 6 minutes and with reference to the New Zealand Law Society guidelines, which include the:-

- (a) time and labour expended:
- (b) skill, specialised knowledge, and responsibility required to perform the services properly.
- (c) importance of the matter to the client and the results achieved.
- (d) urgency and circumstances in which the matter is undertaken and any time limitations imposed, including those imposed by the client.
- (e) degree of risk assumed by the lawyer in undertaking the services, including the amount or value of any property involved.
- (f) complexity of the matter and the difficulty or novelty of the questions involved.
- (g) experience, reputation, and ability of the lawyer.

- (h) possibility that the acceptance of the particular retainer will preclude engagement of the lawyer by other clients.
- (i) whether the fee is fixed or conditional (whether in litigation or otherwise).
- (j) any quote or estimate of fees given by the lawyer.
- (k) any fee agreement (including a conditional fee agreement) entered into between the lawyer and client.
- (l) reasonable costs of running a practice.
- (m) fee customarily charged in the market and locality for similar legal services.

We may ask you to pre-pay amounts to us for fees, office expenses, or disbursements.

Office Expenses and Disbursements

In addition to legal service fees, there will be a separate fee to cover administration costs such as stationery, telephone calls travel costs and other expenses which may be incurred.

Third Party Costs such as search and registration fees, court filing fees, couriers will be charged to you.

Billing Cycle

For most fixed fee matters, such as conveyancing, it is our practice to ensure that all costs are met on conclusion of the matter.

For ongoing matters, it is our policy to bill you on a monthly basis. This will ensure that we are both aware of the ongoing costs of the matter.

Payment

Invoices are payable within 7 days from issue. We accept payment by cash, EFTPOS, credit card or direct credit to our bank account. Unless we agree in writing to accept a lesser amount, part payments will be accepted as reduction against the full sum due.

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

- (a) debit against amounts pre-paid by you, and
- (b) deduct from any funds held on your behalf in our trust account

Any fees, expenses or disbursements for which we have provided an invoice

If you expect to be reimbursed by a third party, whether or not our invoices are addressed to a third party you remain responsible for payment.

Unpaid Accounts

Any invoice not paid by the due date, may be charged a fee of 2% per month including GST.

We may also stop work on your matter until your account with us is up to date.

If you are unable to pay our account for any reason, please contact us as soon as possible to discuss a payment arrangement.

If we have to take recovery action against you, you will be liable to us for our actual costs including debt collection costs and legal fees on a solicitor client basis.

Trust Account

We have an obligation to put all monies received from or for you into our trust account. Payments will be made out of that account to you, to pay our fees, or to a third party with your written authority. If we will hold money on your behalf for a period of time, we may place the funds on interest bearing deposit and credit the interest, less tax and our administration fee of 5% of the interest earned to your trust account.

For any payments to be made as directed by you, we require you to provide from the Bank an encoded deposit slip, or cheque, or copy of a bank statement, or letter from your Bank or a screen shot of the internet banking details, showing the account name and account number. If none of the above can be provided then you will have to sign a letter of instruction.

Ownership of Files and Documents

Documents we create for you will belong to you. However, we retain ownership of the copyright.

You may however use and copy the documents as necessary for your personal or commercial use but may not provide them to a third party for their use without our written consent.

Documents we create for our own use in providing services to you will belong to us.

In the event that you owe money to us for any reason we may retain your documents and files.

After your file is closed, we will retain the file and documents without charge for at least 6 years. Unless you wish to uplift the file or documents, they may be destroyed, unless it is necessary for the documents, such as Wills or Deeds, to be kept in long term storage.

Confidentiality

Personal information provided to us will be protected by the New Zealand Law Society's Rules of Conduct and Client Care for Lawyers, lawyer client privilege and the Privacy Act 1993.

Privacy

We will collect and hold personal information about you necessary to carry out your instructions. We may use that information to contact you in future concerning matters we believe may be of interest to you.

Personal information will be held at our offices in secure file storage. Subject to our ethical obligation concerning confidentiality, you authorize us to disclose to third parties information as may be necessary to carry out your instructions.

In addition, we may disclose your personal information to a credit reporting agency, if necessary.

If you are a person, rather than a company, you have the right to access and correct any personal information we hold about you.

Verification of identity

We will require verification of your identity by taking a photocopy of your driver's licence or passport.

Ethical Duties

We take special care to ensure that we are not in a "conflict of interest" situation by acting for clients who are in conflict with each other. If a conflict of interest situation does occur, we will notify all parties concerned of the conflict and advise the parties to take independent advice from a lawyer in another firm and if necessary decline to act further for any party.

Insurance

We have professional indemnity insurance which exceeds the minimum standard set by the New Zealand Law Society, from time to time.

Investment Advice

Our advice does not include or constitute investment advice. We recommend that you seek such advice from an Independent Financial Service Provider.

Lawyers Fidelity Fund

Through the New Zealand Law Society, the legal profession operates a fund which may be used to reimburse clients who suffer loss of money through theft or misappropriation of funds by a lawyer. The maximum compensation available is \$100,000.00 per client. Except with certain limited exceptions this fund does not cover a client for any loss relating to money the lawyer invests on behalf of a client.

Complaints and Disputes

Should you have any concern or complaint about services provided or our relationship with you, please let us know as soon as possible. We will in good faith attempt to resolve the matter in a way that is fair to all concerned and provide you with a written response.

Our complaints procedure is designed to handle any complaints 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. 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 our Practice Manager Lynette Taylor who may be contact in the first instance by email at: info@insightlegal.co.nz.

If after Lynette or the partner responsible for your file has tried to resolve the matter and you remain unsatisfied, you may complain to the New Zealand Law Society. 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.

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 and expenses due up to the date of termination.

Jurisdiction

Our relationship with you is governed by New Zealand Law and the New Zealand Courts have non-exclusive jurisdiction.

Limitations on extent of our Obligations and 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.

Feedback

As we will be using our best endeavours to achieve the outcome desired by you, we would be grateful if you could provide feedback to us. You may speak to the person looking after your file or the partner responsible for your business.