

Terms of Engagement and Client Information

Introduction

These terms of engagement set out the standard terms and conditions on which Gallaway Cook Allan (“we”) provide legal and related services to our clients.

The terms of engagement apply subject to any additional or alternative terms which we may agree in writing with our client (“you”). These terms also include certain information relating to the provision of our services as required by the *Law Society Rules of Conduct and Client Care for Lawyers*.

Our service

The services which we are to provide for you are outlined in our letter of engagement. To ensure that matters are addressed properly, and you are given the best possible advice, we will spend the time to fully understand and consider the issues raised.

We perform our services in accordance with all applicable professional and legal obligations. We will act with all due care and skill.

Failure to provide us with information may preclude us from providing services to you or limit the quality of the services provided.

Duty of Care

We provide our services to you. Unless we agree otherwise in writing, our services are not provided to any other party, including any person associated with you. No other person may use or rely on our services.

Persons responsible for your work

The names and status of the person or persons who will have the overall responsibility for the services we provide for you are set out in our letter of engagement. We may also involve other lawyers and legal assistants to ensure that your work is handled in a way that sees you obtain the best advice in the most economical way.

Confidentiality

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 appropriate 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*.

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

Electronic communications

We may correspond with you and others by electronic communication, unless you instruct us not to do so. As you are aware, electronic communications cannot be guaranteed to be secure. We will take all reasonable care but will not be responsible for any of the risks associated with electronic communication.

Conflict of interest

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*.

Fees

We will charge a fee which is fair and reasonable for the services provided. In determining the fee, the following may be taken into account:

- The time and labour expended at an hourly rate.
- The skill, specialised knowledge, and responsibility required to perform the services properly.
- The importance of the matter to you and the results achieved.
- The urgency and circumstances in which the matter is undertaken and any time limitations imposed, including those imposed by you.
- The degree of risk assumed by us in undertaking the services including the amount or value of the property involved.
- The complexity of the matter and the difficulty or novelty of the questions involved.
- The experience, reputation and ability of the members of our firm working on your matter.
- The possibility that the acceptance of the particular instructions will preclude engagement of us by other clients.
- Whether the fee is fixed or conditional.
- Any quote or estimate of fees given by us.
- Any fee agreement entered into between you and us.
- The reasonable costs of running our firm.
- The fee customarily charged in the market and locally for work similar to yours.

We are able to provide estimates and report to you on progress against such estimates. The likely cost of pursuing any particular course of action is one of the factors we will discuss with you if a decision as to whether to proceed is required.

In some cases, where it is possible to define precisely the scope of work involved in a particular matter and there are few variables, we may provide a fixed quote.

Unless otherwise stated all fees are plus GST.

All work done by us is charged on a fees basis apart from commission of 7.5% which is taken on all interest accruing on funds deposited with our bank through our Solicitors Deposit Scheme.

Where applicable, you may wish to apply for legal aid. In the event that legal aid is not granted you will be liable for our account charged at our private rates.

Disbursements

In addition to legal fees we also incur disbursements on your behalf. These disbursements include expenses such as court filing fees, barristers fees, toll calls, faxes, file management fees, photocopying, travel expenses, couriers, registration fees, fees for experts and others we may engage on your behalf.

Disbursements may be included with our account or may be billed separately. Firm policy requires us to obtain funds from you in advance for significant disbursements.

Payment

Generally invoices will be sent to you monthly and/or when a matter is concluded. We may also send an invoice to you when we incur a significant expense.

Our invoices are payable within 14 days of the date of the invoice. If at any stage you have concerns about the costs you are incurring or a bill which has been issued you should not hesitate to speak to the partner responsible for your matter or our Credit Manager.

If an account is not paid, we may choose not to do any further work for you and retain custody of your file until all accounts are paid in full. We may also charge interest at up to 10% per annum on any amount outstanding after the due date, unless prior arrangements have been made. If the account still remains unpaid and requires debt collection action all costs relating to that action including actual solicitor and client costs will be passed on to you.

Security

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.

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.

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 us all fees due up to the date of termination and all expenses incurred up to that date.

Retention of files and documents

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.

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 be best 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.
- Let you know how to make a complaint and deal with any complaint promptly and fairly.

The obligation 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 or call 0800 261 801.

Professional Indemnity Insurance

We hold professional indemnity insurance not less than the minimum standards specified by the Law Society. We will provide you with particulars of the minimum standards upon request.

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.

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 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 by letter, email or telephone to:

- Chairman of Partners
lawyers@gcalegal.co.nz
(03) 4777-312
- Karyn Close, Chief Executive
karyn.close@gcalegal.co.nz
(03) 4777-312

The Law Society also maintains a 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 Services Office, which can provide information and advice about making a complaint.

Limitation on extent of our Obligations or Liability.

We are not liable to you for consequential loss, including loss of profits, even if you advised us or we knew or should have known of the possibility of such loss.

Any other limitations on the extent of our obligations to you or any limitation or exclusion of liability are set out in our letter of engagement, or as from time to time set out in our correspondence to you.

General

These terms apply to any current engagement and also to any future engagement, whether or not we send you another copy of them. We are entitled to change these Terms from time to time, in which case we will send you amended Terms.

Our relationship with you is governed by New Zealand law and New Zealand courts.

We encourage you to contact us with any comments or questions about these terms of engagement.