

## Terms Of Engagement

These terms apply to all services provided by White Fox & Jones and should be read in conjunction with the Client Care and Service Information as required by the Lawyers and Conveyancers Act 2006

### 1. Scope of Engagement

At the beginning of an engagement we will provide to you, in writing:

- Our understanding of the legal services you are requesting us to provide.
- Our estimate of fees for this service.
- The names of members of our firm who will be dealing with the engagement.

### 2. Privacy and Confidentiality

- In the course of providing legal services we will collect and hold personal information about you and/or your business.
- The information we collect will be kept on our computer system or in files that are stored on our premises or in secure storage. We will maintain lawyer/client confidentiality at all times but reserve the right to disclose your name and address to a credit agency to perform a credit reference or for other credit management processes.
- You have the right to access and if necessary correct any information we hold about you. If you require access, please contact our Manager.

### 3. Overdue Accounts

If an account is not paid on the due date, we reserve the right to charge interest (at the rate of 15% pa), to suspend the engagement until the account is brought up to date, or to terminate the engagement.

We also reserve the right to take our fee by deduction from any funds we are holding in our trust account for you in respect of the overdue matter or any other matter. You are liable for any other costs, including solicitor/client costs, we may incur in collecting an overdue amount.

### 4. Fees

We will charge a fee that is fair and reasonable taking into account:

- Time incurred on your behalf.
- Skill, specialised knowledge and responsibility required to perform the service.
- The outcome achieved.
- Urgency in which the matter is undertaken and any time constraints involved.
- The degree of risk assumed by us including the amount or value of the transaction involved.
- The fee customarily charged in the market for similar work.
- All fee estimates are exclusive of GST.

### 5. Payment Terms

We will charge you for payments we make on your behalf to third parties eg Court Filing Fees, LIM costs. We may ask for payment in advance for these costs.

We may issue interim accounts. Our final account will be sent to you at the completion of your matter.

Our fees may be deducted from funds held in our trust account on your behalf provided we have sent you an account.

For conveyancing matters, we may require payment prior to settlement, otherwise our invoices are payable on the 20<sup>th</sup> of the month following the invoice date.

### 6. Conflicts of Interest

If we believe we may be placed in a conflict of interest situation we may terminate the engagement and refer you to another lawyer.

## 7. Files and Documents

We will store Deeds, Wills, Agreements etc for you. Some documents may be stored electronically on our computer system as well as in hard copy.

You own (although we own copyright) all documents we have created for you in the course of the engagement (eg. letters, agreements, deeds etc). We own documents we have created for our own use in performing the engagement (eg. File notes, drafts, research).

Paper files and documents will be stored for seven years ( or in the case of conveyancing files – 10 years) after which they will be destroyed.

You are welcome to uplift your file provided all fees and expenses have been paid. Please give us reasonable written notice if you wish to uplift your file. We reserve the right to exercise a general lien over any files and documents we hold on your behalf while you owe us money.

## 8. Professional Indemnity Insurance

We hold current Professional Indemnity Insurance that exceeds the standards specified by the New Zealand Law Society.

## 9. Limitation of Liability

We do not accept liability for any loss arising from non-receipt of any communication including email communications.

## 10. Lawyers' Fidelity Fund

This fund exists to provide compensation for clients who suffer a pecuniary loss when a lawyer misappropriates money or property while they are providing legal services or acting as a solicitor-trustee.

## 11. Complaints

If for any reason you are not satisfied with the service you receive from our firm please raise this with the lawyer you are working with. If you are not satisfied with their response please contact our Manager or any of our Partners. If your complaint cannot be resolved you have the right to refer the matter to the Law Society, which operates a complaints service.

## 12. Termination of Engagement

You are entitled to terminate your instructions to us upon giving reasonable notice. Our fees for work done and costs incurred on your behalf must be paid prior to uplifting your file. We may retain copies of your documents.

### **Client Care and Service Information**

*Whatever legal services we provide 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.*

*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 the justice system.*

***If you have any questions, please visit [www.lawsociety.org.nz](http://www.lawsociety.org.nz) or call 0800 261801***