

LAWYERS OF HAMILTON LIMITED TRADING AS K J LAW -

Client Care - Terms of Engagement

When you bring your business to Lawyers of Hamilton Ltd trading as K J LAW our trained staff will fully commit to provide you with a quality legal service.

This document outlines the terms and conditions that will become the basis of our professional relationship with you, our client. Any future matters that you undertake with us will be covered by these same terms and conditions.

Any future matters that fall outside of these terms will be advised and agreed to in writing by all parties.

Our expertise is in Legal matters as Legal Advisers, and we are unable to provide advice to you on other matters outside of this arena: for example: Financial, Investment or Accountancy.

Our Promise to You:

- We will act on your clear instructions.
- We will provide you with quality legal advice.
- We will return your calls and emails promptly, and answer your queries to the best of our ability.
- We will act in a professional manner at all times.
- We will advise you of any problems as soon as become aware of them.
- We will advise you of our estimated fees at the beginning of your relationship with us.
- We will act with confidentiality at all times, and not disclose any personal information except when authorised by you, or as required by law.

You Need To:

- Let us know as soon as possible if you feel that we are not following instructions as you had expected us to.
- Advise us promptly if there are changes to your circumstances.
- Advise us promptly if there are changes to your expectations.
- Make sure that you attend your appointments, and all parties that are required are present.
- Ensure all information requested by us is provided without delay.

Contact and Communication:

Our firm will use meetings (either in person or virtually), telephone, fax, email, external courier, personal delivery and NZ Post to communicate with you over the period of our relationship with you. We endeavour to provide you with accurate and speedy delivery of documents and information. However, some of the above entities may be subject to interference, interruption or corruption for which we are unable to accept responsibility.

The majority of our financial settlements are completed electronically through the ASB internet banking site. These are paid as cleared funds and are unable to be reversed in any circumstances (as outlined in the ASB Electronic Settlement Protocols). The ASB Bank have advanced security measures in place with detailed audit trails. Details of their system can be viewed at www.asb.co.nz

Our Fees:

Conveyancing:

Our list of fees for a straightforward residential sale, purchase or refinance **is attached** in our Letter of Engagement for your reference.

- This fee includes an allowance for our appointment of one (1) hour duration. Where amendments (due to change in ownership structures), complications or unforeseen difficulties arise, our fee may need to be altered to incorporate and include the time spent on these matters. We will tell you immediately if this seems likely.
- At times you may give us instructions on a sale or a purchase that does not proceed. On these occasions a fee will be charged for the work that has been completed and any costs that have been incurred on your behalf to date (for example: property searches etc).
- Payment for our services is factored in to the balance of funds requested prior to settlement on general property matters, and will be taken by us after the settlement has been finalised.
- All of our fees must be paid at the time of settlement to ensure the discounted fixed fee applies.
- By accepting these Terms and Conditions you consent to the above.
- A settlement statement will be issued to you after every completed transaction. This will include your fee.
- We may place your funds in an interest bearing account. Our Westpac bank will collect resident withholding tax and we charge a small commission. Net interest will be credited to you.
- We require fees for your conveyancing matter to be paid in full on settlement.

Non-Conveyancing:

In other areas of work, an account will be forwarded to you either at completion, or on an interim basis.

- Generally funds will have to be paid into our trust account prior to commencing work on your file. We will discuss the amount with you.
- There are some areas where we are unable to provide a precise quote due to the nature of the work, for example, subdivisions, family matters and some commercial work. In these cases the staff member who is assigned to your matter will provide you with an estimated cost, which will assist you in budgeting for payment. If it becomes clear that your costs will exceed our estimate we will contact you immediately.

- If your work is ongoing we will issue regular interim accounts to you where possible. Generally we are able to give you an estimate of costs based on experience of other similar matters. These figures will be a guide only, and we will advise you of ongoing costs as work progresses.
- If we hold funds on your behalf you authorise us to deduct our fees from those funds (unless they have been provided for a particular purpose) and send you an invoice as required by the Lawyers and Conveyancers Act (Trust Account) Regulations 2008.

We base the fee charged to you on:

- The time spent by us dealing with the matter
- The skill, or specialised knowledge required to complete the matter
- The importance of the matter to you
- The result achieved
- Any urgency required by you
- Any time limitations imposed by you.
- The complexity of the matter
- The general costs of operating a law practice
- The fee customarily charged for similar services in the Hamilton area.
- If you are a Non Resident of New Zealand a retainer will be charged.
- If you are unable to make payment on the date of settlement, alternative arrangements **must** be made in advance. Please discuss this with your allocated legal representative.
- We reserve the right to charge interest on unpaid fees of 5% per month, or such lower rate as we agree upon. A minimum monthly charge of \$15.00 for costs of recovery will be added. We may forward your details to a reputable firm for collection of the debt if it remains outstanding.

Our office hours are 8.30 am to 5.00 pm, Monday to Friday. It is appreciated that these hours may not suit all clients, and we will do our best to meet with you at a time that suits you. If, however, you require an appointment outside these hours, it will be at the sole discretion of your legal adviser and may incur additional charges.

Conflicts of Interest:

We will consult with you and obtain your consent to act, over any conflict of interest that may arise while we are acting for you. Together we will determine the best and most satisfactory avenue to resolve any issues.

In some cases we are prohibited by law from acting for all parties in the same matter if there are conflicting interests. Even if you request to waive these issues, it is often out of our hands. In these circumstances your legal adviser will advise you that an independent solicitor must be sought. We can recommend an alternative solicitor if that is required.

Termination of Service:

At times we may experience difficulty in acting for you.

This may be when there is a conflict of interest with another party, where our legal advice has not been followed, or where critical information has been withheld or falsely advised. Also where there are fees outstanding on your account.

If any of these situations occur, all outstanding fees and other charges, such as disbursements, office costs and GST will be billed in a final account to you, and you will be advised in writing of the reason for the termination. Your failure to pay our account on time may result in our ceasing to work for you.

You may decide to terminate your association with us by advising us in writing either by letter, fax or email, at which point your current matters will be billed and a final account for payment sent to you.

Complaints:

Our policy for handling complaints is to try to be fair and effective.

If you feel that you need to make a complaint, please speak to the person dealing with your file first. Communicating may resolve the problem. If a phone call does not resolve the problem then please put your concerns in writing so that we can clearly understand the difficulty you are having. Please address your correspondence to The Partner – Private and Confidential.

Complaints will be handled in a timely manner and will be considered on the information that is at hand. A copy of your complaint may be forwarded to the person or people involved for their comment. If further information is required from you, we will contact you at this time.

If you are not satisfied with our resolution of your complaint a mediator or third party may be required. Alternatively, you can contact the New Zealand Law society by:

- Visiting their website at www.lawsociety.org.nz/for-the-community/lawyers-complaints-service/concerns-form
- Calling the Lawyers Complaints Service Phone: 0800 261 801
- Emailing: complaints@lawsociety.org.nz

Files:

Important documents such as Wills, Deeds, Powers of Attorney are kept in our Deeds Cabinet, and we will use our best endeavor's to keep them safe and secure. You may request copies of the originals of these documents at any time.

Charges may be made in relation to photocopying.

Other documents, for example, files, are kept off site for between seven and twelve years, or saved electronically. These documents belong to you and we are holding them on your behalf. We will pass on any costs that we incur in having your files retrieved at your request. The current charge is \$30.00 per file.

We do not accept responsibility for the safe keeping of your files, on the other hand we do not charge you for their storage.

Personal Privacy:

It is our intention to hold all of your information in the utmost confidence. To this end, please do not be offended if any staff member asks for your photographic identification to ensure that you are the person to whom the information should be provided.

In terms of the Land Transfer Act we are required to provide photographic identification at the time of signing Land Transfer documents. We will be taking a photocopy of this documentation at that time.