

# TERMS OF ENGAGEMENT

## 1. INTRODUCTION

These Terms of Engagement set out certain standard terms and conditions on which Buddle Findlay (“we”) provide legal and related services to our clients. These Terms of Engagement apply subject to any additional or alternative terms which we may agree in writing with our client (“you”).

## 2. OUR SERVICES

We will provide our services to you in accordance with your instructions. We will ensure there is a clear understanding with you of the scope, importance and timetable of each instruction.

We perform our services in accordance with all applicable professional and legal obligations. We will act with all due care and skill. We observe comprehensive quality assurance procedures to monitor the quality of our services.

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

## 3. OUR TEAM

We will nominate a partner or another experienced senior lawyer who will be responsible for our relationship with you. A partner or another experienced senior lawyer will be responsible for each instruction. He or she will ensure each instruction is carried out by lawyers with the appropriate level of skill and experience.

## 4. CONFIDENTIALITY

Maintaining client confidentiality is fundamental. We do not disclose any confidential information unless required and authorised by a client, or by the law, or the New Zealand Law Society’s (“Law Society”) *Rules of Conduct and Client Care for Lawyers*.

## 5. 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 are not secure. They may be read, copied or interfered with in transit. We will not be responsible for any of the risks associated with electronic communication.

## 6. CONFLICT OF INTEREST

We have strict procedures to enable us to recognise potential for conflict at the earliest possible opportunity. If a potential conflict of interest arises, we treat our clients in an even-handed manner and address potential conflicts in such a way as to resolve them in our clients’ best interests. If you believe a conflict of interest has arisen or may arise, please inform us immediately.

## 7. OUR FEES

Our usual practice is to charge for our services by reference to the time spent by relevant staff charged at their hourly rates. We review those rates from time to time. We also take into account other factors including complexity, difficulty or novelty, the specialised skill or knowledge required, the amounts involved, the urgency of the work and the overall result. The fees we charge will be in accordance with the Law Society’s *Rules of Conduct and Client Care*, which require that fees be fair and reasonable for the services provided.

We have developed systems to meet the needs of specific clients to manage the cost of our services. We are able to provide estimates and report to you on progress against such estimates. 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.

## 8. DISBURSEMENTS

We charge a service fee for general office services. This fee, which is set as a small percentage of the charge for our legal services, covers costs such as routine photocopying, tolls, faxes, postage and couriers.

We also charge for external disbursements including travel and accommodation costs, fees for experts, witnesses and others we engage on your behalf, and external charges such as registration and filing fees.

## 9. GST

We charge goods and services tax on our fees, including the service fee, as required by New Zealand law.

## 10. ACCOUNTS AND PAYMENTS

Our usual practice is to send you an account each month and when a matter is concluded. Our accounts are payable within 14 days of the date of the invoice.

You are liable to pay our accounts whether or not you have a right of recovery from a third party and whether or not a third party seeks a review of our charges. If an account is not paid, we may choose not to do any further work and retain custody of your file until all accounts are paid in full or alternative arrangements are made. We may also charge interest at up to 12% per annum on any amount outstanding one month after the date of the invoice.

## 11. USE OF EXTERNAL RECORDS

In providing our services to you, we may rely on information provided to us by third parties, such as government agencies, public registries, witnesses or experts. It is possible that some information provided by such sources may be inaccurate or incomplete. We are not responsible for any such errors or omissions.

## 12. TERMINATION

You may terminate our retainer at any time. We may terminate your 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 all fees due up to the date of termination and all expenses incurred up to that date.

## 13. TRUST ACCOUNT

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 6% of the gross interest derived.

## 14. INTELLECTUAL PROPERTY

We retain all ownership rights in all intellectual property of any kind created by us for you. You may not reproduce our intellectual property or provide it to a third party without our express consent.

## 15. 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, and will publish the changed terms on our website. Our relationship with you is governed by New Zealand law and the New Zealand courts have non-exclusive jurisdiction. We encourage you to contact us with any comments or questions about these Terms of Engagement.

# INFORMATION FOR CLIENTS

## 1. INTRODUCTION

Set out below is the information required by the *Rules of Conduct and Client Care for Lawyers of the New Zealand Law Society* ("Law Society").

## 2. FEES

The basis on which fees will be charged is set out in paragraph 7 of our Terms of Engagement which you can find on our website. When payment of fees is to be made is set out in paragraph 10 of our Terms of Engagement.

We may deduct from any funds held on your behalf in our trust account any fees, expenses or disbursements for which we have provided an invoice.

## 3. 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 on request.

## 4. 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.

## 5. 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 to:

Philip Maitland  
Chief Operating Officer  
Buddle Findlay  
PO Box 2694  
Wellington  
Email: philip.maitland@buddlefindlay.com  
Tel: (04) 499 4242

The Law Society also maintains a complaints service and you are able to make a complaint to that service. To do so you should contact the Law Society: visit [www.lawsociety.org.nz](http://www.lawsociety.org.nz), call 0800 261 801, or write to the New Zealand Law Society, PO Box 5041, Lambton Quay, Wellington 6145.

## 6. PERSONS RESPONSIBLE FOR THE WORK

The name and status of the person who will have overall responsibility for the services we provide for you has been notified to you in writing.

## 7. 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 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 to the justice system.

If you have any questions about the information in this section, please visit [www.lawsociety.org.nz](http://www.lawsociety.org.nz) or call 0800 261 801.

## 8. LIMITATIONS ON EXTENT OF OUR OBLIGATIONS OR LIABILITY

Any limitations on the extent of our obligations to you or any limitation or exclusion of liability will be notified to you in writing.