
DAVID JURY LAW

JAMES GAVIN DONOVAN SOLICITORS - HENDERSON

LETTER OF ENGAGEMENT

Thank you for instructing us to act for you in this matter. We **enclose** some material which sets out:

- a Information for clients which lawyers are required by the Rules of Conduct and Client Care for Lawyers to provide; and
- b Our standard terms of engagement.

If the information in this letter and the accompanying material is acceptable, **please sign and complete the attached Letter of Engagement Acknowledgment** and return it to us. If you orally advise your acceptance or instruct us to proceed, you will in any event be bound by these terms.

Services to be provided

The following is a summary of the legal services we expect to be providing to you are:

- **Refinance**

Fees

The basis on which our fees will be calculated is: **\$400.00/hour** unless a fixed fee structure has been discussed and agreed to with you. Where that fixed fee has been agreed it will be set out later in this letter, but **please note** that fee may still be subject to variation in the case where there is more complexity identified in the course of acting for you or where additional work is involved in your original matter. **We anticipate our fees for the services provided to you will be in the vicinity of quoted fee range plus GST, office expenses and disbursements or \$400.00 per hour plus GST, office expenses and disbursements. The above figure represents a straightforward transaction and we reserve the right to charge additional work on an hourly basis.**

Charges for professional work shall be fixed to give a fair and reasonable return for the services rendered, having regard to the interests of both client and practitioner. Such charges shall take account of all relevant circumstances and in particular:

- The time and labour expended;
- The complexity of the matter or the difficulty or novelty of the questions involved;
- The skill, special knowledge and the responsibility required;
- The number and importance of the documents prepared or perused;
- The urgency and circumstances in which the business involved is transacted;
- Importance of the matter to the client;
- The nature and value of any property involved;
- The cost of running the particular practice.

In addition to disbursements, we may charge a fee of **\$100.00** plus GST to cover office costs which are not included in our legal fee and which are not disbursements (i.e. fees paid to third parties). This office fee covers items such as photocopying and printing, postage and phone calls.

Responsibility for Services

The names and status of the people in our firm who will have the general carriage of or overall responsibility for the services we provide for you are:

Kchitij Tiwari (kt@jurylaw.co.nz)

Solicitor

Compliance

We are obliged to comply with all laws applicable to us in all jurisdictions, including (but not limited to):

- Anti-money laundering and countering of financing of terrorism laws; and
- Laws relating to tax and client reporting and withholdings.

We may be required to undertake customer due diligence on you, persons acting on your behalf and other relevant persons such as beneficial owners and controlling persons. We may not be able to begin acting, or to continue acting, for you until this is completed.

Provision of Information

To ensure our compliance and yours, we may be required to provide information about you, persons acting on your behalf or other relevant persons to third parties (such as government agencies). There may be circumstances where we are not able to tell you or such persons if we do provide information.

To ensure that you and/or any of the persons described previously are aware of and consent to this. It is important to ensure that all information provided to us is accurate. If the information required is not provided, or considered by us to be potentially inaccurate, misleading or in contravention of any law, we may terminate or refuse to enter an engagement.

We look forward to working with you on this matter.

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STANDARD TERMS OF ENGAGEMENT

These Standard Terms of Engagement ("Terms") apply in respect of all work carried out by us for you, except to the extent that we otherwise agree with you in writing.

1. Services

1.1 The services we are to provide for you are outlined in our engagement letter.

2. Financial

2.1 Fees:

- a) The fees we will charge or the manner in which they will be arrived at, are set out in our engagement letter.
- b) If the engagement letter specifies a fixed fee, we will charge this for the agreed scope of our services. Work which falls outside that scope will be charged on an hourly rate basis. We will advise you as soon as reasonably practicable if it becomes necessary for us to provide services outside the agreed scope and, if requested, give you an estimate of the likely amount of the further costs.
- c) Where our fees are calculated on an hourly basis, the hourly rates are set out in our engagement letter. The differences in those rates reflect the experience and specialisation of our professional staff.

2.2 **Disbursements and third-party expenses:** In providing services we may incur disbursements or have to make payments to third parties on your behalf. These will be included in our invoice to you when the expense is incurred. We may require an advance payment for the disbursements or expenses which we will be incurring on your behalf.

2.3 **GST (if any):** Is payable by you on our fees and charges at the rate required by law. Unless we indicate otherwise, our stated rates and any estimates of costs **do not** include GST.

2.4 **Invoices:** We will send interim invoices to you, usually monthly and on completion of the matter, or termination of our engagement. We may also send you an invoice when we incur a significant expense.

2.5 **Office Service Charge Fee (Administration expenses):** In addition to our professional fees, we will charge a fixed fee of **\$100.00** to cover out of pocket costs which are not included in our fee, and which are not recorded as disbursements. These include items such as delivery costs, photocopying, routine online searching, printing, postage and phone calls.

2.6 **Payment:** Invoices are payable **within 7 days** of the date of the invoice, unless alternative arrangements have been made with us.

2.7 **If payment of our invoice by you is overdue, we may:**

1. Not perform any further work for you until all unpaid invoices are paid in full;
2. Retain custody of any of your property (including documents or files) until all unpaid invoices are paid in full;
3. **Interest: Charge** interest at the rate of 5% above our firm's main trading bank's commercial lending rate as at the close of business on the date payment became due;
4. **Debt Collection Agency:** In the event of having to instruct a debt collection agency, add any cost of debt recovery on to the total balance outstanding;
5. **Caveat:** Register a caveat against any property owned by you as security for unpaid fees and disbursements that you owe to us; And to this end you hereby acknowledge that these Terms of Engagement constitute an agreement to mortgage in our favour and instruct a debt collection agency for the recovery of our fees.

2.8 **Payment** may be made by:

Cash; and Direct Credit

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

- a) to debit against amounts pre-paid by you; and
- b) 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.

2.10 **Third Parties:** Although you may expect to be reimbursed by a third party for our fees and

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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.

3. Confidentiality

3.1 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:

- a) to the extent necessary or desirable to enable us to carry out your instructions; or
- b) as expressly or impliedly agreed by you; or
- c) as necessary to protect our interests in respect of any complaint or dispute; or
- d) to the extent required by law or by the Law Society's Rules of Conduct and Client Care for Lawyers.

3.2 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.

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

4. Termination

4.1 You may terminate our retainer at any time.

4.2 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

4.3 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.

5. Retention of files and documents

5.1 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) after completion and engagement ends, or

earlier if we have converted those files and documents to an electronic format on the following basis:

- Accounting records – 10 years;
- Litigation matters – 7 years;
- Estate matters – 10 years;
- Conveyancing matters – 10 years;
- All other matters – 7 years.

6. Conflicts of Interest

6.1 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.

7. Duty of Care

7.1 Our duty of care is to you and not to any other person. Before any other person may rely on our advice, we must expressly agree to this.

8. Trust Account

8.1 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 5% of the interest received.

9. General

9.1 These Terms apply to any current engagement and also to any future engagement, whether or not we send you another copy of them.

9.2 We are entitled to change these Terms from time to time, in which case we will send you amended Terms.

9.3 Our relationship with you is governed by New Zealand law and New Zealand courts have non-exclusive jurisdiction.

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INFORMATION FOR CLIENTS

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").

1. **Fees:** The basis on which fees will be charged is set out in our letter of engagement. When payment of fees is to be made and the terms relating to the deduction of our fees from funds held in our trust account on your behalf are set out in our Standard Terms of Engagement.

By signing the Letter of Engagement Acknowledgment, or if you orally accept and instruct us to proceed for you, you authorise us 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.

2. **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 upon request.
3. **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 \$100,000.00. 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.

4. **Complaints:**

We maintain a procedure for handling 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:

Kchitij Tiwari – he may be contacted as follows:
by email at: kt@jurylaw.co.nz
by telephoning him at **09 836 5040**

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 **James Donovan** of Howick, Solicitor who may be contacted as follows: by letter; to PO Box 21824, Henderson/or by email at: info@jamesdonovan.co.nz
/or by telephoning him at **09 534 7169**.

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, PO Box 5041, Wellington 6145**.

5. **Persons Responsible for the Work:** The names and status of the person or persons who will have the general carriage of or overall responsibility for the services we provide for you are set out in our letter of engagement.

6. **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, please visit www.lawyers.org.nz [reference to be completed] or call 0800 [reference to be completed].

7. **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 are set out in our letter of engagement.