

## Morrison Kent Auckland Terms of Engagement

These Standard Terms of Engagement will apply in respect of all current and future work Morrison Kent Auckland carry out for you, except to the extent that we otherwise agree with you in writing. If these terms are to change we will notify you in advance. You accept our terms of engagement when you provide us with or confirm your instructions after we have given you a copy of this document.

### Documentation

We have included within this document most of the information relevant to the provision of our services. It may be necessary to provide you with additional information at the time we undertake new work for you in which case, the terms of our engagement will incorporate these terms plus any additional or different terms agreed in writing.

### Services

Where appropriate we will record in a separate letter, the services we will provide at the time of undertaking new work.

### Investment Advice Statement

We do not provide investment advice with respect to financial products other than bank deposits.

In providing conveyancing services to our clients we do not carry out valuations of property or business, and, whilst we will advise our clients in relation to the property or business, we are not responsible for determining whether the property or business meets our client's needs or investment profile. We recommend you consult a suitably qualified professional such as a Registered Valuer, Authorised Financial Adviser and/or Chartered Accountant in relation to these issues.

### Financial

**Fees:** We will charge only a fee that is fair and reasonable for the services we provide.

For our internal purposes we keep records of time spent on any matter. These time records and other factors set out by the NZ Law Society including level of expertise, urgency and risk are a guide to us in determining what a fair fee is. The hourly rates vary to reflect the experience and specialisation of each of our professional staff. Time spent is recorded in 6 minute units, with time rounded up to the next unit of 6 minutes. The current hourly rates are set out in our letter of engagement.

**Quotes:** If we have agreed to provide services at a fixed fee, we will set this out in a letter to you prior to undertaking the work and we will charge this for the agreed scope of our services. 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 which will be charged on an hourly rate basis.

**Estimates:** We will upon request provide an estimate of fees and inform you promptly if it becomes apparent that the fee estimate is likely to be exceeded.

**Disbursements and expenses:** In providing services we may incur disbursements or have to make payments to third parties on your behalf. We may require an advance payment for such expenses immediately prior to the expense being incurred.

**Service Fee:** Other expenses including photocopying, postage and phone charges are incurred by us in carrying out your instructions. We charge our clients a service fee to cover such items and to avoid the cost of tracking these expenses.

**GST (if any):** Is payable by you on our fees and charges.

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

**Payment:** Invoices are payable by the 20th of the month following the date of the invoice. You agree that we may charge you interest at a rate of 19% pa on any amounts outstanding after this date. You also agree you will be liable for and pay all costs incurred as part of any debt recovery action we may take. Please contact our credit controller if you wish to discuss alternative payment arrangements. Contact details below:

Jemma Hartland ph. 09 915 5468 or  
email [Jemma.Hartland@morrisonkent.co.nz](mailto:Jemma.Hartland@morrisonkent.co.nz)

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.

We reserve the right to start proceedings to recover overdue amounts including charging interest as described above, ceasing to act for you and/or retaining your files until your account is current.

**Security and/or Guarantee:** We may ask you to pre-pay amounts to us or provide security for our fees and expenses. Where we believe it is necessary, we may ask you to provide a guarantee. The provision of security and/or a guarantee will be in a separate document.

**Settlement Funds:** Money that you pay to us for settlement purposes must be in cleared funds.

### 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 another person except:

- To the extent necessary or desirable 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; or
- If required by law.

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.

### Termination

You may terminate our retainer at any time. We may terminate our retainer in any of the circumstances set out in the NZ Law Society's Rules of Conduct and Client Care for Lawyers.

If our retainer is terminated you must pay us all fees due and all expenses incurred up to the date of termination.

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### Retention of files and documents

You authorise us (without further reference to you) to destroy the files and documents we hold for you (other than any documents that we hold in safe custody) 7 years after our engagement ends, or earlier if we have converted those files and documents to an electronic format.

### Instructions

Unless otherwise advised in writing, you agree that we can accept instructions from:

- Any director or officer of the company or employee or representative whom you have authorised to work with us if we are acting for a company;
- Any trustee or officer of that trust if we are acting for a trust;
- Any partner or officer of that partnership if we are acting for a partnership;
- Either party if we are acting for a couple.

### 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 NZ Law Society's Rules of Conduct and Client Care for Lawyers.

### Duty of Care

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.

### 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 and deduct an administration fee of 5% of the interest derived.

### 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.

### Lawyers' Fidelity Fund

The New Zealand Law Society maintains the Lawyers' Fidelity Fund for the purpose 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 and 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 will deal with your complaint 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, please refer your complaint to the Managing Partner. Contact details below:

Phil Ahern ph (09) 915 5431 or  
email: [Phil.Ahern@morrisonkent.co.nz](mailto:Phil.Ahern@morrisonkent.co.nz)

If you wish to refer your complaint to another partner, in the first instance please contact our Client Care Manager. Contact details below:

Jemma Hartland ph (09) 915-5468 or  
email: [Jemma.Hartland@morrisonkent.co.nz](mailto:Jemma.Hartland@morrisonkent.co.nz)

The NZ Law Society operates the Lawyers Complaints Service which provides information and advice about making a complaint. To do so, phone 0800 261 801.

### Client Care and Service

The NZ 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.lawsociety.org.nz](http://www.lawsociety.org.nz) or call 0800 261 801.

### 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 set out in any letter acknowledging new instructions at the time they are received.