

Information for clients

The information outlined below is designed to inform you of the standard terms that apply in respect of all work undertaken by Albert Alloo and Sons on behalf of our clients. Unless otherwise agreed in writing, this information explains what you can expect from the working relationship with us and what you agree to when you engage our services. This information includes that which is required by the Rules of Conduct and Client Care for Lawyers of the New Zealand Law Society.

1 A Letter of Engagement:

For each new matter we undertake on your behalf, we will provide you with a "Letter of Engagement". In essence, this will outline:

- what we will do for you on that particular job; and
- the partner who will assume overall responsibility for that work.

2 Fees:

The basis on which fees will be charged is set out in more detail in our Letter of Engagement, however we have essentially summarised this information below.

If a fixed fee is specified in the Letter of Engagement, we will charge this for the agreed scope of our services. This sum may be adjusted (upwards or downwards) in order to arrive at a fee that is fair and reasonable for the services provided. If additional work is required or undertaken, this will be charged on an hourly rate basis. Our fees do not include disbursements such as tolls, facsimile charges, photocopying, printing, search and registration fees.

2.1 Fair and Reasonable:

In determining whether a fee is fair and reasonable, the Law Society stipulates that the following factors must be considered:

- the time and labour expended;
- the skill, specialised knowledge, and responsibility required to perform the services properly;
- the importance of the matter to the client and the results achieved;
- the urgency and circumstances in which the matter is undertaken and any time limitations imposed, including those imposed by the client;
- the degree of risk assumed by the lawyer in undertaking the services, including the amount or value of any property involved;
- the complexity of the matter and the difficulty or novelty of the questions involved;
- the experience, reputation, and ability of the lawyer;
- the possibility that the acceptance of the particular retainer will prejudice engagement of the lawyer by other clients;
- whether the fee is fixed or conditional (whether in litigation or otherwise);
- any quote or estimate of fees given by the lawyer;
- any fee agreement (including a conditional fee agreement) entered into between the lawyer and the client;
- the reasonable costs of running a practice;
- the fee customarily charged in the market and locality for similar legal services.

2.2 Payment:

Payment of our account will either be on settlement or if our statement is not issued by settlement, then the 20th of the month following the invoice. We may require interest to be paid on any amount which is more than 30 days overdue. Interest will be calculated at the rate of 15% from the date of the invoice.

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.

2.3 GST:

GST is payable by you on our fees and charges.

2.4 Third Parties:

Although you may expect a third party to pay (or reimburse you for) our fees, disbursements and expenses, and although our invoices may at your request or with your approval be directed to a third party, you remain responsible for payment to us.

2.5 Guarantees:

If you are a company or other incorporated entity, we may require personal guarantees from your directors, shareholders, or other officers.

3 Confidentiality:

We will hold in confidence all information concerning you or your affairs that we acquire in the course of acting for you. This information will not be disclosed to any other person, except:

- (a) To the extent necessary or desirable to enable us to carry out your instructions; or
- (b) To the extent required by law or by the Law Society.

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. In turn, we will not disclose to you any confidential information which we have in relation to any other client.

4 Termination:

You may terminate our retainer at any time.

We may terminate our retainer in the event of 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 us all fees up to the date of termination and all expenses incurred up to that date.

5 Conflicts of Interest:

We have procedures in place to identify and respond to conflicts of interest.

If such a conflict arises we will advise you of this and adhere to the requirements and procedures in the Law Society's Rules of Conduct and Client Care for Lawyers.

This may mean that we cease working for you, the other client, or both.

6 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.

7 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.

8 Complaints:

We are committed to providing our clients with the highest level of professional service.

We maintain a procedure for handling any complaints by clients, which is 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 Albert Peter Alloo, Partner.

He may be contacted as follows:

- by letter;
- by email at albert@all-legal.co.nz;
- by telephoning him at (03) 477 3940.

The Law Society also maintains a complaints service. You may contact them by telephone on 0800 261 801 for information and advice on making a complaint, or by email;

<http://www.lawsociety.org.nz/for-the-community/lawyers-complaints-service>

9 Who can we accept instructions from:

As mentioned earlier, the individuals who will have the overall responsibility for the services we provide for you will be identified in our Letter of Engagement.

When it comes to giving us instructions, unless you inform us otherwise;

- if you are a company, we can accept instructions from any of your directors or authorised persons;
- if you are a trust, we can accept instructions from any of your trustees;
- if you are a partnership, we can accept instructions from any of your partners or authorised persons;

10 Client Care and Service:

In acting for you, we are committed to complying with the New Zealand Law Society's Rules of Conduct and Client Care for Lawyers. The following information outlines some of our professional responsibilities to you;

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 largely described in the Rules of Conduct and Client Care for Lawyers. Those obligations are however, subject to other overriding duties which include duties to the courts and to the justice system. If you have any questions, please visit www.lawsociety.org.nz or call 0800 261 80.

Our duties are owed to you, the client named in the Letter of Engagement. Therefore, nobody else (such as family members, shareholders, directors or related companies) may rely on our advice without our prior written consent.

11 Managing our working relationship with you:

In our endeavour to provide you with best possible service, there are several things you can do to help us along the way.

- Give us clear instructions, and inform us of any strict time constraints you may be operating under.
- If you have any queries, ask for clarification.
- If we ask for any clarification from you, please reply promptly.
- Keep in touch with us, especially if you have any concerns or do not hear from us when expected, or if any of your contact details change.

12 New Zealand law:

Our relationship is governed by New Zealand law and the New Zealand courts have exclusive jurisdiction.

13 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 detailed in the Letter of Engagement for the particular job.

14 Retention of files and documents:

You authorise us to destroy all files and documents for this matter seven years after the job has been completed. We may destroy paper files or documents earlier if these have been converted to an electronic format.

Documents that we have agreed to hold in safe custody for you, such as Wills, will not be destroyed.