

## TERMS OF ENGAGEMENT

Whether we have acted for you before or not, we are now obliged, as is every lawyer, pursuant to the provisions of the Lawyers and Conveyancers Act 2006, and the 2008 Rules under that Act to outline certain details in relation to our representation of your interests. The aim of this legislation is to make clients more aware of the service which they are entitled to expect from the profession.

### WHAT WE MUST DO FOR YOU

We will always do our best for you, we will report to you on a regular basis, we will explain the issues which affect the work we are doing for you and assist you to make decisions which will improve the situation in which you find yourself or would find yourself at some time in the future, were it not for our advice. We will:

- a) act competently, in a timely way, and in accordance with instructions received and arrangements made;
- b) protect and promote your interests and act for you free from compromising influences or loyalties;
- c) discuss with you your objectives and how they should best be achieved;
- d) provide you with information about the work to be done, who will do it, and the way in which the services will be provided;
- e) charge you a fee that is fair and reasonable, and let you know how and when you will be billed;
- f) give you clear information and advice;
- g) protect your privacy and ensure appropriate confidentiality;
- h) treat you fairly, respectfully, and without discrimination;
- i) keep you informed about the work being done and advise you when it is completed;
- j) let you know how to make a complaint, and deal with any complaint promptly and fairly;

### FEES

In compliance with the basic requirements of the Act, we advise you that our fees are charged on the basis of:

- a) the time and labour expended;
- b) the skill, specialised knowledge and responsibility required to perform the services properly;
- c) the importance of the matter to you and the results achieved;
- d) the urgency in which the matter is undertaken;
- e) the degree of risk assumed by us in undertaking the services;
- f) the complexity of the matter and the difficulty or novelty of the questions involved;
- g) the experience, reputation and ability of the person in our firm who is handling the matter;

Like most firms, we record the time we spend on your file, though experience tells us that time is usually under-recorded. The recording of time is a guide and the factors listed in "b" to "g" above are also taken into account. The value attributed to our time depends upon the experience and ability of the practitioner. Our standard hourly rates are;

John Walters	\$450.00
Bridget Fallon	\$300.00
George Hellriegel	\$250.00

We will render a fees account on completion of your transaction/matter, or if the transaction/matter is lengthy we may render monthly invoices and require payment within seven (7) days of rendering our account to you. In special circumstances, we may give you time to pay. Like all businesses, we have overheads, and in the case of the rendering of legal services, those overheads would have been incurred prior to the rendering of our invoice, and in respect of some overheads, a considerable time previously. Our ability to assist you is enhanced by the prompt payment of our fees.

For transactions, we require our invoices to be paid on and as a condition of settlement.

You authorise us to deduct from any settlement proceeds or any other funds held on your behalf in our trust account, any fees, expenses or disbursements for which we provide an invoice. If you fail to pay our fees when due, then we reserve the right to charge interest at the rate of 10% per annum and charge any collection/debt recovery fees.

## **DISBURSEMENTS AND THIRD PARTY EXPENSES**

In providing the Services we may incur disbursements and payments to third parties on your behalf. You authorise us to incur these disbursements (which may include such items such as search fees, court filing fees, registration fees and travel and courier charges) which are reasonably necessary to provide the Services. You also authorise us to make payments to third parties on your behalf which are reasonably required to undertake the Services (which may include items such as experts' costs or counsel's fees). These will be included in our invoice to you, shown as "disbursements" when the expenses are incurred (or in advance when we know we will be incurring them on your behalf).

## **OFFICE SERVICE CHARGE FEE (ADMINISTRATIVE EXPENSES)**

In addition to disbursements, we may charge a fee of \$50.00 or 7.5% of our invoice whichever is greater 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 photocopying and printing, postage and phone calls.

## **GST**

Our services will usually attract Goods and Services Tax (GST). If this is the case, GST is payable by you on our fees and charges.

## **PROFESSIONAL INDEMNITY INSURANCE**

This firm has professional indemnity insurance to cover the possibility of negligence which costs you, our client, money and in our firm our professional indemnity cover is well in excess of the minimum required.

## **LAWYERS FIDELITY FUND**

The Law Society maintains the Lawyer's Fidelity Fund for the purpose of providing clients 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 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 a client.

## **COMPLAINTS**

If you have a complaint about the services you have received from our firm you must in the first instance contact John Walters (contact details as below). In cases of non-satisfaction, or if you prefer to proceed directly to a higher level, you should contact the Complaints Service of New Zealand Law Society for Northland, Auckland and Coromandel areas, whose contact details appear below.

**John Walters****Walters Law**

104 Moir Street

Mangawhai 0505

Phone: 021 753 246

Email: [jwalters@walterslaw.co.nz](mailto:jwalters@walterslaw.co.nz)

**Complaints Service****New Zealand Law Society**

Northland, Auckland and Coromandel areas

PO Box 58

Auckland 1140

Phone: 0800 261 801

Website: [www.lawsociety.org.nz/for-the-community/lawyers-complaints-service/concerns-form](http://www.lawsociety.org.nz/for-the-community/lawyers-complaints-service/concerns-form)

Email: [complaints@lawsociety.org.nz](mailto:complaints@lawsociety.org.nz)

**QUESTIONS**

If you have any questions whatsoever about the foregoing information, we urge you to put such questions to us. If you have any questions about the nature of our services or in respect of any matter which arises during the course of our representation of you, again, we urge you to approach us with your questions, remembering at all times that we are on your side, we are here to assist you and to improve your position whatever it might be.

**EXCLUSION OF LIABILITY**

Walters Law will not be liable to your or anyone else for failure or delays in completing any matter due to your failure or delay in providing Walters Law with relevant information required under the Anti-Money Laundering and Counter Financing of Terrorism Act 2009.

**Auckland**

Mobile Office

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