

**INFORMATION FOR CLIENTS
AND TERMS OF ENGAGEMENT**

1. INTRODUCTION

1.1 These pages set out:

- (a) information which the Rules of Conduct and Client Care for Lawyers of the New Zealand Law Society (the **NZLS Rules**) requires us to provide to you;
- (b) our terms of engagement (**Terms of Engagement**) which (subject to any other agreement we make with you) govern the relationship between you and us.

1.2 Reference to **we** or **us** refers to Dawson Harford & Partners (**DHP**) and **you** means the client or potential client of DHP.

2. INFORMATION REQUIRED BY NZLS RULES

2.1 **Fees:** The basis on which fees will be charged, and when payment of fees is to be made, are set out in paragraph 6 of our Terms of Engagement.

2.2 **Complaints:** If you have a complaint about us or our services, you may:

- (a) refer your complaint to the person in the firm who has overall responsibility for your work;
- (b) if you prefer not to raise your complaint with that person, or you are not satisfied with that person's response, refer your complaint to Graham Harford, Executive Partner or Francis Dawson, Senior Partner who may be contacted as follows:
 - (i) by letter;
 - (ii) by email: graham.harford@dawsonharford.com;
francis.dawson@dawsonharford.com;
 - (iii) by telephoning our offices (+64 9 355 0088).

2.3 We are committed to resolving any issues as soon as possible.

2.4 You can also contact the New Zealand Law Society's Lawyers Complaint Service at 26 Waring Taylor Street, PO Box 5041 Lambton Quay, Wellington 5145, or telephone +64 4 472 7837.

3. PROFESSION INDEMNITY INSURANCE

3.1 We hold profession indemnity insurance that exceeds the minimum standards specified by the New Zealand Law Society. We will provide you with particulars of the minimum standards and actual cover upon request.

4. LAWYERS' FIDELITY FUND

4.1 The 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.

5. **CLIENT CARE AND SERVICE**

5.1 The New Zealand Law Society Client Care and Service Information is set out below:

Whatever legal services your lawyer is providing, he or she must:

- (a) Act competently, in a timely way, and in accordance with any 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 the services will be provided.
- (e) Charge you a fee that is fair and reasonable and let you know 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.

5.2 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.

5.3 If you have any questions, please visit www.nz-lawsoc.org.nz or call 0800 261 801

TERMS OF ENGAGEMENT

1. INTRODUCTION

- 1.1 These Terms of Engagement apply to our relationship with you, except to the extent that we agree otherwise in writing with you (whether generally or in respect of a specific instruction).

2. AUTHORITY

- 2.1 We have the usual authority of a lawyer to act on your behalf in relation to each instruction we accept. This includes your authority, where reasonable, to incur expenses; engage law firms in other regions or jurisdictions; and engage external barristers or experts.

3. CONFIDENTIAL INFORMATION

- 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 this information 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'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 Possession of confidential information will not preclude us acting for any other person.

- 3.4 You are not entitled to any confidential information we have or obtain in relation to any other client or prospective client.

4. CONFLICTS

- 4.1 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.

- 4.2 Our acting for you will not restrict us from acting for another client in relation to any separate matter, even if that other client's interests may be adverse to yours. We will not be required to obtain any further consent from you to act for that other client.

- 4.3 If you believe a conflict of interest has arisen or may arise, please inform us immediately.

5. SERVICES AND ADVICE

- 5.1 The services we are to provide to you are set out in our letter of engagement.

- 5.2 Any advice given by us is:

- (a) solely for your benefit. It may not be relied on by any other person unless we agree to that in writing;
- (b) not to be disclosed, referred to or used other than for the purpose for which it was sought;

- (c) not to be made public or published;
- (d) limited to the matters stated in it;
- (e) limited to and governed by New Zealand law ; and
- (f) subject to changes in the law after the date it is given.

- 5.3 We are not responsible for advising you as to taxation issues, unless you specifically request us to do so.
- 5.4 Our name and advice may not be used in connection with any offering document, financial statement, report, or other public document without our written consent.
- 5.5 When our instructions on a matter are completed, our representation of you will end. We are not obliged to notify you of any subsequent change of law, or to provide any further services related to that matter.

6. FEES

- 6.1 **Professional fees:** The fees we will charge or the manner in which they will be arrived at, are set out in our engagement letter. Our fees are charged on the basis of the NZLS Rules which require that fees be fair and reasonable for the services provided.

We may change our rates for fees and services from time to time. At regular periods (usually monthly) we will provide you with our invoice and, if applicable, a statement of funds which we have handled on your behalf.

We can provide fee estimates or quotes. Special fee arrangements can be made to meet the particular requirements of any transaction. These can include success fees, fixed fees and capped fees.

We recommend that you discuss with us the exact nature of the work and the manner in which it is to be undertaken. Sometimes an acceptance by you of transaction risks could reduce legal costs involved.

- 6.2 **Disbursements and office accrues:** Disbursements (such as courier costs, Ministry of justice, Ministry of Economic Development and Land Information NZ search and registration fees) and other external costs (such as experts, overseas lawyers and barristers) are charged separately from our fees and itemised on our invoices. If we are required to expend significant amounts on disbursements or other external costs, we may request you pay these in advance.

Our charges for office services (photocopying, faxing, phone calls and the like) are generally established by reference to a scale of charges based on the fee value of the invoice.

Travel and accommodation will usually be booked through our travel agency, who will bill us. You must reimburse to us the amount billed.

- 6.3 **GST:** Our fees and charges are plus GST (if any), which is payable by you.
- 6.4 **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.
- 6.5 **Payment:** Our invoices are to be paid by you within 14 days of invoice unless otherwise arranged with us.

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

6.7 **Trust Account:** We maintain separate trust accounts for all funds which we receive from clients (except for funds which are for payment of our invoices).

If it is necessary for us to hold significant amounts on your behalf, we may lodge those funds on interest earning deposit with a registered bank.

We may charge an administration fee of 5% of the net interest earned. If we deposit funds on your behalf, we will need either your IRD number or a copy of your interest withholding tax exemption certificate.

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

6.8 **Unpaid Invoices:** If payment of our invoice by you is overdue, we may:

- (a) not perform any further work for you until all unpaid invoices are paid in full;
- (b) retain custody of any of your property (including documents or files) until all unpaid invoices are paid in full;
- (c) charge interest on any amount overdue at a rate of no more than 5% p.a. above our firm's bankers 90-day bank bill rate at the close of business on the day the payment becomes due.

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

7. TERMINATION

7.1 You may terminate this agreement at any time. We may terminate this agreement in the circumstances permitted by the NZLS Rules.

7.2 You must pay us for what we provide, and all expenses we have incurred, up to the date of termination.

8. RETENTION OF DOCUMENTS

8.1 You may leave documents in our possession after conclusion of your matter. However, we usually destroy our files 7 years after a matter is completed. If you do not retrieve your documents within that period, we have your authority to destroy them.

8.2 If this agreement is terminated, we may retain copies of documents or records which we deliver to you or to another lawyer. If we do this, we will pay the cost of producing copies.

9. **INTELLECTUAL PROPERTY**

- 9.1 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.

10. **ELECTRONIC COMMUNICATIONS**

- 10.1 We may communicate with you and others at times by electronic means. These communications can be subject to interference or interception or contain viruses or other defects (**corruption**). We do not accept responsibility for, and will not be liable for any damage or loss caused in connection with, or as a consequence of, the corruption of an electronic communication.

11. **GENERAL**

- 11.1 Our relationship with you is governed by New Zealand law and New Zealand Courts have non-exclusive jurisdiction.
- 11.2 We may change these Terms of Engagement at any time, and will publish the changed Terms of Engagement on our website. The change will bind you in respect of any matters on which we accept instructions after publication of the change.
- 11.3 These Terms of Engagement apply to any current engagement and also to any future engagement, whether or not we send you another copy of them.

12. **INDEPENDENT ADVICE**

- 12.1 These terms modify some of the duties owed by lawyers to their clients. We recommend that you seek independent legal advice before accepting them.