

### The purpose of this document

This document:

- (a) sets out the standard terms on which we do work for our clients;
- (b) explains what you can expect from us and what you agree to when we work for you;
- (c) includes information we are required to tell you under the New Zealand Law Society's Rules of Conduct and Client Care for Lawyers; and
- (d) applies to any current work and to any future work we do for you (unless we agree in writing to change these terms).

Occasionally, we may change these terms. If we make changes, we will notify you.

### Our letter of engagement for each instruction

For each new instruction, we will give you a 'letter of engagement'.

The letter will outline:

- (a) what we will do for you; and
- (b) the person within our office with day to day responsibility for the file. As we are a small firm, Liz Henry, as Director, has overall responsibility for all files, however other members of our staff will also be involved, under Liz's supervision, where appropriate (such as where this enables us to deliver in a more efficient and timely manner).

### Our duties to you

When we do work for you, we will:

- (a) protect your privacy and confidentiality;
- (b) act competently, promptly and according to your instructions;
- (c) protect and promote your interests;
- (d) give you clear information and advice;
- (e) keep you informed about progress;
- (f) treat you fairly and respectfully; and
- (g) charge you a fee that is fair and reasonable, subject to any overriding duties we have (e.g. to the courts and the justice system) and any legal obligations we have (e.g. to provide information to some government agencies).

Our duties are owed to you, the client named in our letter of engagement. Nobody else (such as family members, shareholders, directors, or related entities) can rely on our advice without our written consent.

### How You Can Help Us

You can help us by:

- (a) Giving us clear instructions, if possible in writing.
- (b) Telling us if you have any important time limits.
- (c) Telling us if you have a fixed budget limit.
- (d) Making sure we have understood each other and asking us if you are not sure about anything.
- (e) Dealing with any important questions promptly.
- (f) Keeping in regular touch with us – please ask us for a progress report if you are concerned about anything, or do not hear from us when you expect.
- (g) Telling us if you have changed your address or contact details.

### Your privacy and confidentiality

We consider client confidentiality to be of utmost importance. We will treat all information we hold about you in strict confidence. We will not use it or share it unless:

- (a) you agree or ask us to;
- (b) we need to so we can carry out work for you;
- (c) the law requires us to (e.g. Inland Revenue, the Financial Markets Authority, and other government agencies have powers to compel us to provide information we have about you); or
- (d) the Rules of Conduct and Client Care for Lawyers permit us to.

Information we hold about you will, as far as practicable, only be made available to our staff who are doing work for you.

If we hold funds in our trust account on your behalf (including any judgment, sale proceeds, settlement amount, or other money), you authorise us to:

- (a) provide any information we hold relating to your United States Foreign Accounts Tax Compliance Act (FATCA) or Common Reporting Standard (CRS) status, or other FATCA or CRS matters, to Inland Revenue and to our banks if they request information to be able to meet their FATCA or CRS obligations; and
- (b) if you do not provide any such information we request, report your non-response, identity, and reportable balance to our banks and Inland Revenue (who will in turn pass this information to the relevant foreign tax authority).

Please ask us if you would like more information about FATCA or CRS.

### Scope of our work

We are not qualified to give:

- (a) investment advice. You should get that advice from a qualified financial advisor;
- (b) tax advice. You should get that advice from your accountant or tax advisor;
- (c) insurance advice. You should get that advice from your insurance broker; or
- (d) advice about foreign laws. We can help you to contact a lawyer in the other country; or
- (e) advice about building, engineering or structure soundness of property. You should seek that advice from qualified professionals.

Unless we agree to do so in writing, we will not:

- (a) remind you about dates (e.g. PPSR, lease, or consent expiry dates); or
- (b) update advice after it is given.

### Intellectual property

Unless we agree otherwise:

- (a) we retain ownership of all opinions, documents, and other intellectual property created by us; and
- (b) you must not provide our advice to others (such as using our opinions in any public document or statement).

## **Emails**

We may communicate with you by email about the work we do for you.

We have virus protection software and security protocols in place, however we cannot guarantee that electronic communications will always be free from viruses or other defects, are secure, or will be received.

Please be aware that our response time to emails will vary based on individual staff workloads and work hours.

We may occasionally email you information we think is relevant and useful to you. If you do not want to receive that information, let us know.

We do not accept liability for any loss arising from non-receipt of any communication including email communications.

## **Storing records**

We will keep a record of all material documents we receive or create working for you on each instruction on the following basis:

- (a) We may, at any time, keep a document electronically and destroy paper originals (this includes any original documents you give to us unless you tell us you do not want them to be destroyed, in which case, we may return the originals to you once we have made an electronic copy). We will not destroy any original documents we have agreed to hold in safe custody for you (e.g. your Will);
- (b) We may, at any time, dispose of documents that are duplicates, do not contain substantive information, or belong to us; and
- (c) If you ask us to provide documents to you or another person, we are not obliged to retain copies of those documents, but we may do so for our own records.

We will provide you with copies of documents you are entitled to under the Privacy Act or any other law if you ask us to. We may charge you our reasonable costs to do so.

You authorise us (without further reference to you) to destroy, or delete in the case of electronic documents, all files and documents relating to an instruction seven years after that instruction has been completed. We may retain files and documents for longer at our option.

## **Who we can accept instructions from**

Unless you let us know otherwise:

- (a) if you are a couple, we can accept instructions from either of you;
- (b) if you are a trust, we can accept instructions from any of your trustees or officers;
- (c) if you are a partnership, we can accept instructions from any of your partners or officers;
- (d) if you are a company, we can accept instructions from any of your directors or employees or any other person you have authorised to instruct us; and
- (e) if you are a body corporate or incorporated society, we can accept instructions from any person holding themselves out as being authorised by the officers to instruct us.

## **Verifying your identity and source of funds, and credit checks**

We are required by law to verify your identity and, in some circumstances, the source of funds for a transaction.

We may wish to carry out reasonable credit checks on you from time to time.

You authorise us to collect information about you (including customer due diligence information and credit reports), to obtain, exchange, hold, and use such information, and to make any other enquiries we think appropriate to:

- (a) confirm information provided to us about you is true;
- (b) undertake initial and on-going customer due diligence and monitoring in accordance with the Anti-Money Laundering and Countering Financing of Terrorism Act (AML/CFT Act);
- (c) enforce debt and legal obligations (including recovery of money owed to us); and
- (d) comply with other legal obligations we may have.

You authorise any person (including credit reporters) to disclose information (including credit information) to us in response to such enquiries.

You accept that we may use customer due diligence services (including electronic based services from a third party) to verify your identity and conduct other customer due diligence or monitoring required under the AML/CFT Act, and that we may use credit reporting services to credit check you, and that when we use such services:

- (a) the other third party or credit reporter (each a Service Provider) will exchange information about you for that purpose and the Service Provider may hold information on its system and use it to provide their customer due diligence service or credit reporting service to their other customers;
- (b) we may use the Service Provider's services in the future for any authorised purpose (including in relation to ongoing customer due diligence or the provision of credit). This may include using the Service Provider's monitoring services to receive updates if information held about you changes; and
- (c) if you default in your payment obligations to us, information about that default may be given to credit reporters and given by credit reporters to their other customers.

## **Our fees and expenses**

We will charge you fair and reasonable fees.

Where possible we aim to provide an estimate of our fees including any special fee arrangements for works that we undertake on your behalf. Unless we agree with you otherwise, our fees will be calculated based on the time we spend on an instruction charged at our hourly rates, and adjusted where appropriate for other factors permitted by the Rules of Conduct and Client Care for Lawyers (such as the complexity, urgency, importance, specialised knowledge, responsibility and risk involved, and the results achieved). We will provide you with our hourly rates on request.

Any estimate or special fee arrangement for an instruction will be outlined in our letter of engagement.

If you have any questions about our fees, please ask.

Unless we state otherwise, our fees, estimates, and hourly rates do not include Goods and Services Tax (GST) or office expenses and disbursements, which are payable by you.

Our services usually incur GST. If this is the case, GST is payable by you on our fees and charges.

We charge you a fee to cover office expenses (such as photocopying, printing, phone calls, faxing and file storage). This will be included separately on our account to you.

We may have to cover some expenses or make other payments on your behalf (such as search fees, registration fees, travel costs, court fees, and agents' fees). You authorise us to incur these expenses, which will be shown on our account to you.

Fees, hourly rates, office expenses and disbursements may change from time to time without notice.

In some cases, you may be eligible for legal aid. If you want to apply for legal aid, we may refer you to another firm as we do not carry out legal aid work.

If you decide not to proceed with the matter to completion, work done and payments made on your behalf are still payable by you.

A schedule of possible disbursements and office expenses are included in this document.

#### **Guarantee**

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

#### **Paying your account**

Our fees are to be paid within 14 days of our account being sent, except on conveyancing matters where fees are payable immediately prior to settlement.

Our final account will be sent to you shortly after we have completed your matter.

We will issue interim accounts where it is appropriate.

We may ask you to pay fees in advance, but in those instances your payment will be held in our trust account and only paid to us by deduction when an account has been forwarded to you.

You authorise us to deduct our fees from funds held in our trust account on your behalf.

Out of pocket expenses are to be paid by you immediately upon request. Substantial out of pocket expenses will be asked for in advance.

Interest will accrue on unpaid accounts at the rate of 15% per annum as from the due date until payment. Other action to recover unpaid fees may also be taken and the cost of such recovery may be added to the account due by you.

Any failure or delay by us to charge interest on an unpaid account or to exercise any of our other rights will not operate as a waiver of those rights.

If your account is overdue we may:

- (a) stop work we are doing for you until our account is paid in full; and
- (b) require an additional payment of fees in advance or other security before starting work again.

At your request or with your approval, we may send our accounts to a third party to pay on your behalf. You are still responsible for payment by the due date if the third party does not pay us.

#### **Money Handling Procedures**

We maintain a trust account for all funds we hold on behalf of clients (except funds we receive for payment of accounts).

If we hold funds on your behalf, we will deposit them in an interest-bearing account with a bank if it is likely that those funds will earn a minimum of \$150 in interest. If the funds are not likely to earn a minimum of \$150 in interest, then we may deposit the funds in an interest-bearing account with a bank where reasonable and practicable. You acknowledge that we cannot place your funds in an interest-bearing deposit if you have not provided us with any information we request relating to your FATCA and CRS status. We are not responsible for obtaining the best interest rate available or for any loss of interest you suffer as a result of our failure or delay in placing your funds in an interest-bearing deposit.

Withholding tax will be deducted on the interest earned and paid to Inland Revenue. If we have your IRD number, you can elect to have withholding tax deducted at your applicable rate. If we do not have your IRD number, we are required to deduct it at the default rate (which may be higher than your actual rate).

Where you transfer funds to our trust account in a foreign currency, we will convert those funds into New Zealand dollars at the prevailing exchange rate offered by our bank. We are not responsible for seeking or obtaining a better exchange rate.

If we hold a small value of funds on your behalf (less than NZ \$20.00) and we are unable to contact you, you authorise us to pay the funds to a charity of our choice.

All money to be paid to us for the purposes of investment by you should be made by any usual form of bank transfer directly into "Mee & Henry Law Limited Trust Account" at Westpac New Zealand Limited, Invercargill branch, account number **03-1750-0828880-02**. Cheques are no longer accepted by our office.

#### **Conflicts of Interest**

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.

#### **Suspension of Service**

We reserve the right to stop work on your behalf if interim accounts are not paid on time or a request for information or action remains unsatisfied.

### Ending our Engagement

You may end our engagement at any time by giving us reasonable notice.

If we have good cause, we may decide to stop working for you, such as if you:

- (a) do not provide us with instructions promptly;
- (b) are unable to, or do not, pay our fees as agreed;
- (c) give us instructions that require us to breach any professional obligation, or mislead or deceive us in a material respect; or
- (d) against our advice, act in a way we believe is highly imprudent and may be inconsistent with our fundamental obligations as lawyers. This does not apply to litigation instructions.

If we decide to stop working for you, we will give you reasonable notice and help you find another lawyer.

Before you take your records, you need to pay our fees for the work we have done for you. We may keep a copy of any records you take.

### Professional Indemnity Insurance

We hold professional indemnity insurance that meets or exceeds the minimum standards specified by the New Zealand Law Society. We will provide you with particulars of the minimum standards upon request.

### 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.

### Complaints

We maintain a procedure for handling any 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 the person in our firm who has day to day 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 Liz Henry, Director.

Email: [liz.henry@meehenrylaw.co.nz](mailto:liz.henry@meehenrylaw.co.nz)  
Phone: 03 218 9855

The New Zealand Law Society also maintains a complaints service and you can make a complaint to that service. To do so you should contact them at: New Zealand Law Society, P O Box 5041, Lambton Quay, WELLINGTON 5146. Telephone 0800 261 801.

### Client care and service information

We are committed to complying with the New Zealand Law Society's Rules of Conduct and Client Care for Lawyers. The following statement describes some of our professional responsibilities to you:

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

- (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 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; and
- (j) 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 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 the New Zealand Law Society on 0800 261 801.

### General

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

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

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

We value our relationships with our clients. If you have any questions about these terms, please ask.

**Effective from 23 June 2020**



**SCHEDULE OF DISBURSEMENTS  
AND OFFICE EXPENSES –  
GUIDELINE ONLY (GST inclusive)**

**Non-Conveyancing file**

**disbursements and office expenses:**

Tolls, faxes and e-mails	\$30.00 (minimum)
Photocopying	\$20.00 (minimum)
ADLS Electronic Forms	\$20.00 (each)
Forms Postage Stationery and Ledger fee	\$30.00

**Conveyancing or Refinance files:**

Certificate of Title Search Fees (purchase)	\$34.00 (includes guaranteed title)
(each additional title)	\$5.00
Certificate of Title Search Fees (sale) (each additional title)	\$20.00 (one title)
Search fees – Easements	\$5.00 (each)
Personal Property Search Fees (PPSR)	\$10.00 (each)
Registration fee (Discharge of Mortgage)	\$80.00 (each)
Registration fee (Transfer)	\$80.00 (each)
Registration fee (Mortgage)	\$80.00 (each)
Registration fee (Caveat)	\$85.00 (each)
Registration fee (Withdrawal of Caveat)	\$80.00 (each)
Registration fee (Order for New Title)	\$80.00 (each)
Post Registration search fee (Title)	\$5.00 (each)
Post Registration search fee (Mortgage)	\$5.00 (each)
Electronic banking transaction fees (each)	\$6.00 (each)
Tolls, faxes and e-mails	\$30.00 (minimum)
Electronic printing (bank documents)	\$30.00 (minimum)
Photocopying	\$20.00 (minimum)
Forms Postage Stationery and Ledger fee	\$30.00

\* Guideline Purchase Disbursements and Office Expenses – usually around \$308.00 (including GST)

\* Guideline Sale Disbursements and Office Expenses – usually around \$188.00 (including GST)

**Effective as at 23 June 2020**