



Mee & Henry
Law Limited

MEE & HENRY LAW

TERMS OF ENGAGEMENT

AND CLIENT INFORMATION

Practical advice. Clear communication.
A professional service centred on what matters to you.

These Terms explain how we will work together. Your Letter of Engagement will set out the details that apply to your particular matter.

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1. Welcome

Thank you for choosing Mee & Henry Law.

Our aim is to provide practical legal advice, clear communication and a responsive, professional service. These Terms explain how we will work with you, what you can expect from us, and what we need from you.

For each new matter, we will provide a Letter of Engagement setting out the work we have agreed to do, who will be responsible for it, and how our fees will be charged.

These Terms apply to all work we undertake for you, including future matters, unless we agree otherwise in writing. If there is any inconsistency between these Terms and a Letter of Engagement, the Letter of Engagement will prevail.

2. Key Things to Know

- Our Letter of Engagement will describe the work we have agreed to do for you.
- We will explain how our fees will be charged before we begin substantive work.
- Unless we agree otherwise, invoices are payable within 14 days.
- We are required by law to verify the identity of many clients and may need information about source of funds and source of wealth.
- We may use trusted third-party providers to assist us in meeting our legal and regulatory obligations.
- Please tell us promptly if your instructions, contact details, circumstances or important deadlines change.
- If you have any concerns about our service or fees, please let us know.
- If anything in these Terms is unclear, please ask us. We are happy to explain it.

3. How We Will Work With You

When acting for you, we will:

- act competently, diligently and in a timely way;
- follow your lawful instructions and the arrangements we make with you;
- protect and promote your interests, subject to our overriding duties to the courts, the justice system and the law;
- discuss your objectives and how they may best be achieved;
- give you clear information and advice in plain English;

- keep you informed about important developments and tell you when our work is complete;
- treat you fairly, respectfully and without discrimination;
- protect your privacy and maintain appropriate confidentiality; and
- charge fees that are fair and reasonable.

Our duties are owed only to the client identified in the Letter of Engagement. No other person may rely on our advice unless we agree in writing.

Who May Work on Your Matter

The person identified in the Letter of Engagement will have overall responsibility for your matter.

To provide an efficient and cost-effective service, parts of the work may be undertaken by the director, other lawyers, legal executives, law clerks, support staff, consultants or contractors engaged by us and working under appropriate supervision.

Different members of our team may have different levels of experience and charge-out rates. We will allocate work to the person we consider most appropriate having regard to the nature of the task, efficiency and overall cost-effectiveness.

4. How You Can Help Us

You can help us provide an efficient service by:

- giving us accurate, complete and timely information;
- giving us clear instructions, preferably in writing where the matter is important or complex;
- telling us about any important deadline or time limit;
- responding promptly when we ask for information, documents, decisions or funds;
- checking that we have understood your instructions and asking questions if anything is unclear;
- letting us know if you have a fixed budget or cost concern;
- keeping your contact details up to date; and
- telling us promptly if your circumstances or instructions change in a way that may affect the matter.

5. The Work We Are Doing for You

The scope of our work is set out in the Letter of Engagement. Work outside that scope is not included unless we agree to undertake it.

Unless we expressly agree otherwise, we do not provide financial, investment, accounting, taxation, insurance, foreign law, engineering, building, valuation or other specialist technical advice. Where appropriate, we may recommend that you obtain advice from another professional.

Our advice is based on the law and information available when it is given. Unless we agree otherwise in writing, we are not responsible for:

- updating advice after it has been given;
- monitoring future changes in the law or your circumstances; or
- reminding you about future dates, registrations, renewals, consent periods, lease dates, PPSR expiry dates or other deadlines after our work is complete.

6. Who May Give Us Instructions

Our Letter of Engagement will identify the client and, where appropriate, the person or people authorised to give us instructions.

If we act for more than one person, a trust, company, partnership, incorporated society or other organisation, we may accept instructions from a person who reasonably appears to be authorised to act for the client.

If you want us to accept instructions only from particular people, please tell us in writing.

We may ask for confirmation of a person's identity or authority before acting on instructions.

7. Privacy, Confidentiality and Information Handling

Privacy

We collect, use, store and disclose personal information in accordance with the Privacy Act 2020 and our Privacy Policy.

Our Privacy Policy is available on our website or on request and forms part of our relationship with you.

By engaging us, you acknowledge that you have had the opportunity to review our Privacy Policy.

Please ensure that any person whose information you provide to us is aware that it may be used for your matter and for our legal and regulatory obligations.

Access and Correction Requests

If you are an individual, you may request access to personal information we hold about you and may request correction of that information, subject to the Privacy Act 2020.

Requests may be made to our Privacy Officer using the contact details set out in our Privacy Policy.

Confidentiality

We will keep information about you and your matter confidential, except where:

- you authorise or request disclosure;
- disclosure is reasonably necessary to carry out your instructions or provide our services;
- disclosure is required or permitted by law, a court, regulator, government agency or our professional obligations;
- we need to disclose information to our insurers, auditors, professional advisers, technology providers or service providers on an appropriately confidential basis;
- disclosure is reasonably necessary to respond to a complaint, resolve a dispute, defend or pursue legal proceedings, recover unpaid fees, enforce our rights or protect our legitimate interests; or
- the information is already lawfully in the public domain.

Our duty of confidentiality continues after our engagement ends.

8. Identity Verification and Regulatory Requirements

We are required to comply with anti-money laundering, countering financing of terrorism, tax reporting and other legal obligations.

This may require us to verify your identity and address, understand the nature and purpose of the work, and obtain information about your source of funds or source of wealth.

We may use trusted third-party providers to carry out:

- electronic identity verification;
- biometric matching;
- document verification;
- credit checks; and
- other customer due diligence processes.

You agree to provide all information and documents reasonably requested by us for these purposes.

If the required information is not provided, or we cannot satisfactorily complete our checks, we may be unable to begin or continue acting for you.

Our legal obligations may require us to provide information to a bank, Inland Revenue, a government agency, regulator or other authorised body. In some circumstances, the law may prevent us from telling you that information has been provided.

9. Communication

We may communicate with you by email, telephone, text message, videoconference, secure client portal or other electronic means.

Electronic communication carries risks, including delay, interception, misdirection, fraud, viruses and unauthorised alteration.

Bank account fraud is an increasing risk. Please verify any new or changed bank account details with us using a trusted telephone number before transferring funds.

We may occasionally send information we believe may be relevant or useful to you. You may ask us at any time not to send this material.

Progress Updates

We will keep you reasonably informed about the progress of your matter and will advise you of any material delay, significant complication or substantial change affecting the work we are undertaking.

You may request a progress update at any time.

10. Fees and Expenses

How Our Fees Are Set

Our Letter of Engagement will explain how our fees will be charged.

Depending on the matter, fees may be charged based on:

- fixed fees;
- estimates;
- hourly rates; or
- another agreed arrangement.

Unless we agree on a fixed fee, our fees may take into account the time involved, complexity, urgency, importance, specialist knowledge required, responsibility assumed, risk undertaken and results achieved.

Recording of Time

Where fees are charged based on time spent, time is generally recorded in units of six minutes.

Our hourly rates may be reviewed periodically. If revised rates will apply to ongoing work, we will notify you before the revised rates take effect.

Estimates and Fixed Fees

An estimate is our best assessment based on the information available at the time. It is not a fixed quote.

A fixed fee applies only to work expressly included within it.

GST and Expenses

Unless stated otherwise, fees and estimates exclude GST, office charges and third-party expenses.

These may include:

- court filing fees;
- LINZ charges;
- search fees;
- registration fees;
- identity verification costs;
- barristers' fees;
- expert fees;
- courier costs;
- travel expenses;
- agency fees; and
- technology provider charges.

Authority to Incur Expenses

You authorise us to incur reasonable disbursements and third-party expenses reasonably necessary to carry out your instructions.

Where practical, we will obtain your approval before incurring any unusual or significant expense outside the agreed scope of work.

Office Charges

Our office charge contributes towards routine administrative, technology and operational costs that are not separately recorded as disbursements.

We will not separately charge you for an item already covered by the office charge.

Details of any office charge applicable to your matter will be disclosed in our Letter of Engagement or current fee schedule.

Legal Aid

We do not undertake legal aid work. If legal aid may be relevant to your matter, we may suggest that you contact another lawyer who provides legally aided services.

11. Paying Our Invoices

Unless we agree otherwise, invoices are payable within 14 days.

For conveyancing, refinancing and settlement-based matters, all fees, office charges, disbursements and GST must be paid on the settlement date.

We may:

- issue interim invoices;
- require advance payments;
- deduct fees from trust funds after an invoice has been issued;
- suspend work where accounts remain unpaid; and
- require security or payment in advance before commencing or resuming work.

Interest may be charged on overdue amounts at 15% per annum.

You are responsible for reasonable recovery costs incurred by us.

If another person agrees to pay our account on your behalf, you remain responsible for payment unless we expressly agree otherwise.

Accuracy of Information Provided

You must ensure that information and documents provided to us for legal, trust account, taxation, AML/CFT, source-of-funds, source-of-wealth, identity-verification and regulatory purposes are complete, accurate and not misleading.

If required information is not provided, cannot be verified or appears misleading, we may delay, suspend or terminate work where permitted by our professional obligations.

12. Money We Hold for You

Money received on your behalf will be held through our trust account in accordance with legal and professional requirements.

Where reasonable and practicable, we may place funds on an interest-bearing deposit.

Authority for Payments

Funds held in our trust account will only be paid out in accordance with your authority, our legal obligations, court orders or other lawful requirements.

We may independently verify bank account details before making payment and may refuse payment where verification is incomplete or where we suspect fraud, error or unauthorised instructions.

Trust Account Statements

Trust account statements will be provided where required by law and are available on request.

Bank Information Requirements

Where funds are placed on interest-bearing deposit, the bank may require identification information, tax residency information or other documentation.

You agree to provide such information when requested.

If we hold less than \$20 for you and are unable to contact you after reasonable efforts, you authorise us to donate those funds to a registered charity.

13. Your File and Documents

Electronic Files and Originals

We may create and maintain your file electronically.

Unless we have agreed to hold an original document in safe custody, we may create an electronic copy and return or securely destroy the paper original.

Retention and Destruction

We may securely destroy or delete files seven years after completion, unless longer retention is required or considered appropriate.

Access to Files and Documents

Upon request, and subject to our legal and professional obligations, we will provide you or your new lawyer with documents to which you are entitled.

We may retain copies for our own compliance, insurance and record-keeping purposes.

Where documents belong to another person, we may require their written authority before release.

We may charge a reasonable fee for retrieving, copying, scanning, transferring or delivering archived records.

Intellectual Property

We retain copyright and intellectual property rights in documents and materials we create.

You may use our advice and documents only for the purpose for which they were prepared.

14. Conflicts of Interest

We maintain procedures to identify and manage conflicts of interest.

If a conflict arises, we will comply with our professional obligations and discuss the position with you where permitted.

In some circumstances, a conflict may prevent us from acting further.

15. When Our Work Together Ends

You may end our engagement at any time by notifying us.

We may cease acting where permitted by our professional obligations, including where:

- instructions are not provided;
- invoices remain unpaid;
- a conflict arises;
- acting would be unlawful or unethical;
- you materially mislead us; or
- the relationship of trust and confidence has broken down.

You remain responsible for fees and expenses incurred up to termination.

16. Client Care and Service Information

Whatever legal services we provide, we must:

- act competently and in a timely way;
- protect and promote your interests;
- discuss your objectives;
- explain the work to be undertaken;
- charge fair and reasonable fees;
- provide clear information and advice;
- protect your privacy;
- treat you fairly and respectfully;
- keep you informed; and
- explain how to make a complaint.

17. Feedback and Complaints

We value client feedback.

If you have concerns regarding our services or fees, please first contact the person responsible for your matter.

If the issue is not resolved, please contact:

Liz Henry, Director

Mee & Henry Law

Email: liz.henry@meehenrylaw.co.nz

Phone: 03 218 9855

Lawyers Complaints Service

Phone: 0800 261 801

Email: complaints@lawsociety.org.nz

Postal Address: PO Box 5041, Wellington 6140

Further information is available from the New Zealand Law Society.

18. Professional Indemnity Insurance

We hold professional indemnity insurance that meets or exceeds the minimum standards required by the New Zealand Law Society.

Information about those minimum standards is available on request.

19. Lawyers Fidelity Fund

The Lawyers Fidelity Fund may provide compensation for certain monetary losses arising from theft by a lawyer in practice.

The Fund does not provide compensation for negligence, breach of professional obligations or other conduct that does not involve theft.

The maximum amount payable to an individual claimant is currently \$100,000, subject to statutory requirements.

Except in limited circumstances prescribed by law, the Fund does not cover money that a lawyer has been instructed to invest on behalf of a client.

Further information is available from the New Zealand Law Society.

20. Other Important Information

Governing Law

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

Severability and Benefit

If any provision of these Terms is invalid or unenforceable, the remainder will continue in force.

Mee & Henry Law Limited and its directors, employees, consultants, contractors and agents have the benefit of the protections contained in these Terms.

Changes to These Terms

We may update these Terms from time to time.

If a material change affects work currently being undertaken for you, we will take reasonable steps to notify you.

Questions

If you have any questions about these Terms, please contact us. We are happy to explain how they apply to you and your matter.

MEE & HENRY LAW LIMITED

Invercargill, New Zealand