



## FRASER & Co

Law Office

### TERMS OF ENGAGEMENT AND INFORMATION FOR CLIENTS

(Incorporating Information for Clients as required by the lawyers & Conveyancers Act 2006)

We are committed to providing you with an excellent legal service that is consistent and prompt and which includes:

- \* Having Professional Personnel available to you
- \* Responding quickly
- \* Helping you achieve your objectives
- \* Understanding your business
- \* Communicating well
- \* Having excellent legal skills
- \* Giving pragmatic commercial advice

#### Receipt of instructions

You can help us by:

- Giving clear instructions and, if the matter is complex, written instructions.
- Discussing time constraints at the outset.
- Asking if you are uncertain of anything.
- Providing answers or documentation promptly
- Telling us if you do not think we are matching your expectations

We will:

- Confirm your initial instructions in writing
- Provide you with an estimate of the fees and expenses likely to be incurred (often we can only give an approximation as every matter is different and unexpected issues frequently arise).
- Inform you if a significant increase in our estimate appears likely.
- Set out the names of the responsible Professional(s) handling your file.
- Where appropriate, advise hourly charge out rates.

#### Our Professional Fees

The basis on which fees will be charged is set out in our letter of engagement. We may deduct from any funds held on your behalf in our trust account any fees, expenses or disbursements – for which we will provide an invoice.

Our fees are calculated in accordance with the guidelines prescribed by the NZ Law Society which include:

- The time and labour expended.
- The urgency and circumstances in which the instructions are carried out.
- The skill, specialised knowledge and responsibility required.
- The complexity of the matter and the difficulty or novelty of the questions involved.
- The number and importance of the documents prepared and used.
- The value involved.
- The importance of the matter and the results achieved.
- The reasonable costs of running a law practice, such as access to up-to-date legislation, technology and support expertise.

Principal:  
Anthony J Fraser LL.B.

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Website: [www.fraserlaw.co.nz](http://www.fraserlaw.co.nz)

- The possibility that the acceptance of the particular instructions will preclude employment of us by other clients.
- Whether the fee is fixed or conditional.
- Any fee agreement entered into between you and us.
- The fee customarily charged in the market and locality for work similar to yours.

The relevant importance of these factors will vary according to the particular circumstances.

For each matter we will keep an accurate record of time spent.

Each of our professional staff working on a matter will be accorded hourly rates reflecting his or her experience and expertise and we will endeavour to ensure that matters are attended to by staff having the appropriate level of experience and expertise.

### **Our Billing Policy**

For ongoing matters we will send you at the end of each month an account of our fees and expenses incurred during that month. Where a transaction will be completed within a short time we will send you an account prior to or on completion depending on the nature of the matter.

### **Pre-Payments**

We may ask you to pay an amount into our trust account as a retainer on account of our fees and expenses. Most legal work incurs out of pocket expenditure on disbursements such as land search and registration fees, valuation fees, Court filing fees, and Council fees. Also, frequently legal transactions do not proceed to completion, e.g. a proposed purchase or sale of property sometimes does not proceed. Although our final fee may be less than the original estimate, because the matter did not proceed, some fees will nevertheless be payable for time spent on the matter, and expenses or disbursements may have been paid on your behalf. By accepting these Terms of Engagement, you authorise us to:

- Draw on that money to pay our fees and expenses as they become due.
- Pay the amount of any judgement, settlement or other money received on your behalf to our trust account.

### **Payment**

Other than for property related transactions where payment is required at, or prior to completion, we request payment of all accounts within 14 days of invoice date.

From the expiry of 30 days after the date of our account, we will charge interest on all fees and expenses that remain unpaid at our principal bank's commercial overdraft rate at the date of invoice plus a margin of 2% calculated on a daily basis from the due date for payment until the actual date of payment in full. Other action to recover unpaid fees may also be taken and cost of such recovery may be added to the account due by you.

### **Services of Other Consultants and Third Party Costs**

Where it is necessary for us to engage, on your behalf, the services of other consultants to provide specialist advice or services, including advocacy services, we will discuss the terms of any consultants engagement with you. In general we will require payment of any consultant's fees prior to our instructing them.

It is possible that a court or tribunal may make an order that you pay another party's costs and expenses. Payment of those costs is additional to and does not alter your liability to any fees and expenses payable to us.

### **Not a Quote**

Unless specifically agreed by us in writing any estimate of our fees does not amount to a firm quotation and our fees and expenses may exceed that estimate.

### **GST**

Goods and Services Tax will be added to all amounts estimated, quoted or invoiced except where the services provided are zero rated for GST purposes.

### **Term Deposit**

Where significant sums of money are received into our trust account on your behalf we will Endeavour to lodge those funds on a daily call bank deposit. We charge 7.5% commission on interest earned on such funds.

### **Retention of Files and Documents**

If you wish us to retain your file on completion of a matter, then we agree to do so, but at your risk. Due to space constraints on site we may forward your file to a reputable secure document storage company ("our agent") who will either hold your file or scan and hold an electronic copy of your file (in which case the original hard file will be securely destroyed). Your file will be held subject to our agent's terms and conditions of service. While all reasonable care will be taken, neither we nor our agent will have any liability in relation to the services provided by our agent. We will destroy or arrange for the destruction of your file ten years after the date on which your file is forwarded for storage.

As a matter of course we will also hold, on your behalf, all important legal documents which have been signed, relating to your legal affairs, e.g. wills, trust deeds, leases, and certain commercial contracts. We will hold these documents at your risk, and we may also send them to a reputable secure documents storage company, on the same basis as your files may be sent. Documents will not be destroyed unless requested by you or unless rendered obsolete by the passage of time or for other valid reasons.

Presently, we absorb the costs of scanning, storage and destruction of files and documents although we reserve the right to charge and to recover these costs from you.

We are entitled to retain possession of your files and documents while there is money owing to us for our costs and expenses. We are entitled to keep photocopies of your files and documents if you remove them from us.

### **Professional Indemnity Insurance**

We hold current professional indemnity insurance providing cover when acting as lawyers. As with all insurance this cover has limitations and is subject to certain exclusions, terms and conditions. Our cover meets the minimum standards by the Law Society.

### **Limitation of Liability**

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

Further, we do not give, nor do we accept liability for, advice on tax or investment matters.

### **Termination**

You may terminate our engagement in writing at any time.

We may stop working for you if:

We have a conflict of interest with another client.

You fail to give us adequate instructions.

You do not pay our fees and expenses promptly.

You must pay our fees and expenses up to the date of termination.

### **Application of these Terms of Engagement**

These Terms of Engagement apply in respect of all work carried out by us for you, except to the extent that we otherwise agree with you in writing.

### **Privacy and Confidentiality**

We will treat all information we hold about you as private and confidential and will not disclose any information we hold on your behalf or about you unless we are required to do so by law or where it is necessary to do so to provide our services to you or when requested by you or with your consent.

### **Lawyers Fidelity Fund**

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 \$100,000.00. Except in certain circumstances 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 Procedure**

It is our goal to ensure that we provide you with premium customer service. If you have any concerns with services provided by Fraser & Co, please take the following steps to make sure the issue is resolved:

- a) Talk to the person who is handling your file. Your concern can probably be resolved straight away.
- b) If you feel uncomfortable talking to the Solicitor in charge of your file, or you are not satisfied with their response, contact the Practice Manager. The Practice Manager will listen to what you have to say and enquire into the matter on your behalf while keeping you informed of the progress. It is in everyone's interest that your concerns are resolved in a timely manner.
- c) If you are still dissatisfied, write to Anthony Fraser. We are committed to making sure your concerns are addressed.

Anthony J. Fraser – Solicitor  
Fraser & Co. Law Office  
PO Box 42  
Oneroa  
Waiheke Island

- d) In the unlikely event that we are unable to resolve your concern, you are able to make a complaint to the Law Society complaints service. To do so, you need to contact the District Law Society. Please visit [www.lawsociety.org.nz](http://www.lawsociety.org.nz) or call 0800-261-801.

### **Client Care and Service**

The Law Society Client Care and Service information is set out below.

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 interest 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 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.

If you have any questions, please visit [www.lawyers.org.nz](http://www.lawyers.org.nz)