

## TERMS OF ENGAGEMENT

### (Client Information)

- 1. Fees**

My fees are based on the thirteen factors identified in the Law Society rules. Fees are exclusive of GST and disbursements. The fees allow for expected attendances on your matter but are indicative. Additional costs may arise. My fees, including office and compliance expenses where applicable, (“fees”) and disbursements are payable upon settlement of a conveyancing transaction or in other matters within 7 days or by agreement between you and me.

Please note:

  - (a) Office expenses where applicable may include printing, mailing, downloading bank/ lending documentation and courier.
  - (b) Compliance costs where applicable may include Land Tax Statement preparation and AML report completion.

Payment of fees and disbursements, in accord with a client invoice will be effected by deduction from monies held in trust (if any) and the client authorizes this deduction unless advising otherwise. Late payments of fees and disbursements may incur interest and collection charges.
  
- 2. Insurance**

I have professional Indemnity Insurance that complies with the minimum standard specified by the Law Society.
  
- 3. Complaints**

I will be handling your matter. All compliments may be directed to my assistants, any complaints to me, or if more appropriate to the Auckland office of the New Zealand Law Society at 0800 261 801.
  
- 4. Files**

Files will be archived after one year and will be stored for seven years. The retrieval of information from closed or archived files may incur a fee.
  
- 5. Lawyers Fidelity Fund**

Your matter may be covered by the Lawyers Fidelity Fund but please note not all transactions are. A limit of \$100,000.00 exists on any one claim. If you have conveyancing done by non-lawyers the limit is \$1,000.00.



## **EXTRACT FROM:**

### **Rules of conduct and client care for lawyers**

#### Reasonable fee factors

- 9.1 The factors to be taken into account in determining the reasonableness of a fee in respect of any service provided by a lawyer to a client include the following:
- (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 the client and the results achieved:
  - (d) the urgency and circumstances in which the matter is undertaken and any time limitations imposed, including those imposed by the client:
  - (e) the degree of risk assumed by the lawyer in undertaking the services, including the amount of value of any property involved:
  - (f) The complexity of the matter and the difficulty or novelty of the questions involved:
  - (g) the experience, reputation, and ability of the lawyer:
  - (h) the possibility that the acceptance of the particular retainer will preclude engagement of the lawyer by other clients:
  - (i) whether the fee is fixed or conditional (whether in litigation or otherwise):
  - (j) any quote or estimate of fees given by the lawyer:
  - (k) any fee agreement (including a conditional fee agreement) entered into between the lawyer and client:
  - (l) the reasonable costs of running a practice:
  - (m) the fee customarily charged in the market and locality for similar legal services.



## **What can I expect from my lawyer**

Lawyers must follow certain standards of professional behaviour as set out in the *Rules of Conduct and Client Care for Lawyers*. When you instruct a lawyer, he or she must provide you with information about:

- The basis on which fees will be charged, including when and how they are to be paid.
- Information about the lawyer's professional indemnity insurance (if any), the Lawyers' Fidelity Fund and the process for dealing with any complaints from clients.
- The name and position within the firm of the person responsible for your work.
- Any limits on the extent of the lawyer's obligations or liability. The lawyer must also provide you with a copy of the client care and service information required under the rules. Your lawyer must:
  - Act competently, in a timely way and in accordance with your instructions and any arrangements made.
  - Protect and promote your interests and act for you without any compromising influences or loyalties.
  - Discuss your objectives with you and how they may best be achieved.
  - Provide you with written 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, tell you the basis on which fees will be charged, and tell you 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.

Usually you can change your lawyer at any time. You will have to pay for work done up to that point. A lawyer has a duty to complete work for you unless you agree otherwise, or there is good cause not to and the lawyer has given you reasonable notice.

Lawyers acting for other people must also treat you with integrity, respect and courtesy.

## **Hibiscus Law Limited - Privacy Policy**

We collect personal information from you, including information about your:

- Name
- Contact information

We collect your personal information in order to:

- Meet our legal obligation to verify identity as a safeguard against identity and property fraud in conveyancing transactions
- Meet our obligations under the New Zealand Anti-Money Laundering and Countering Financing of Terrorism (AML/CFT) Act

Besides our staff, we share this information with Centrix, in order to verify information, address, and identity of our clients.

Providing certain information may be optional but, if you choose not to provide identification and address verification, we may be unable to provide some services.

You have the right to ask for a copy of any personal information we hold about you, and to ask for it to be corrected if you think it is wrong. If you'd like to ask for a copy of your information, or to have it corrected, please contact us at [admin@hibiscuslaw.co.nz](mailto:admin@hibiscuslaw.co.nz), or 094247475, or PO Box 222, Whangaparaoa, Auckland.