

## CLIENT CARE

### INFORMATION YOU SHOULD KNOW

Issued on 01/10/2018

#### 1. GENERAL INSTRUCTIONS

- 1.1. The legal services we will provide are outlined in our letter of engagement.
- 1.2. You should promptly discuss with the responsible person at Queen City Law any questions you have about the scope of work we will be performing on your behalf.
- 1.3. Any opinions on our part about the outcome of any legal matters are expressions of our best personal judgement. However, they are not guarantees. Such opinions are limited by a number of factors including our own knowledge of the facts. They are also based on the state of the law at the time they are given.
- 1.4. Our advice will frequently be given in reliance on information provided by you and other agencies such as public registry offices. We do not accept responsibility for any errors or omissions in that information or in our advice given as a result of those errors or omissions.
- 1.5. Our advice will only be available to you and your situation. No other entity may rely on our advice to you.

#### 2. TRUST ACCOUNT

- 2.1. Our firm maintains a separate trust account for all funds which it receives from clients. If it is necessary for us to hold significant amounts on your behalf for a significant time, we may suggest that you lodge those funds on an interest bearing deposit with a registered bank with the interest for your credit. Please also refer to Clause 6 which sets out our right to cease acting for you if, in our sole discretion, we are unable to meet our obligations under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 ("AML").

#### 3. HOW WE CHARGE FEES (DISBURSEMENTS AND GST)

- 3.1. Our fees will be in a time and attendance basis unless an alternative specific arrangement is set out in our letter of engagement.
- 3.2. If the letter of engagements specifies a fixed fee, we will charge this for the agreed scope of our services, unless the nature of the instruction changes and we incur further time and attendances. When this happens we will let you know.
- 3.3. If the letter of engagement provides a fee estimate, we reserve the right to charge for extra time if the transaction becomes more time consuming or complicated. In estimating this fee, we take into account matters such as:
  - a. Time spent; and
  - b. The skill, knowledge and responsibility required; and
  - c. The value or stakes of the transaction; and
  - d. The complexity, novelty, importance and urgency of the matter; and
  - e. The reasonable costs of running a practice; and
  - f. The result.
- 3.4. If services over and above the agreed scope are provided, these will be on a time and attendance basis.
- 3.5. Where our fees are calculated on an hourly basis, the hourly rates are set out in our letter of engagement. We adjust these rates from time to time to reflect levels of legal experience and changes in overheads.
- 3.6. In providing our services, we may incur disbursements and costs on your behalf. These will be included in our invoice to you when incurred. Our standard office charges are \$85.00 per invoice but can change as set out in Clause 3.7.
- 3.7. Office charges may be increased from \$85.00 per invoice where there is use of any of the following (for example only):
  - a. Phone calls; and
  - b. Photocopying; and
  - c. Correspondence; and
  - d. Pleadings; and
  - e. Preparing bundles of documents for Court; and
  - f. Our e-dealing fees for any title searches or registration of instruments on Landonline for conveyancing; and
  - g. Travel expenses; and
  - h. Other internal costs relevant to your matter.
- 3.8. Disbursements are third party costs incurred by us on your behalf. These may include the following:
  - a. Courier charges; and
  - b. Government filing and registration fees (e.g. title searches or registration of any instruments on Landonline for conveyancing);
  - c. Court filing fees; and
  - d. Process service agents (e.g. to serve legal documents); and
  - e. Travel expenses (actual taxi/ airplane/ other transportation fees charges); and
  - f. LINZ charges; and
  - g. Electronic Identity Verification charges; and
  - h. Politically Exposed Persons check charges; and
  - i. Department of Internal Affairs and Immigration New Zealand application fees; and

j. Other disbursements relevant to your matter.

- 3.9. Unless stated otherwise, all our quotes, estimated fees and/or fixed fee arrangements do not include GST and Disbursements.
- 3.10. GST (Goods and Services Tax) will be added to our fee and calculated at the rate prescribed by the Goods and Services Tax Act 1985 (currently 15%). GST will be charged in all cases except where you are "zero rated" or "exempt" under the Act.
- 3.11. Our accounts are payable seven days after the date of the invoice, unless alternative arrangements have been agreed with you in writing. Where we have your consent, we may deduct fees and expenses from funds held in our trust account on your behalf. If you fail to pay our fees on the due date, you will pay interest at 19.95%, as the non-payment is in effect an unsecured advance, without our consent. Further, any payments made shall be applied first in reduction of any interest and second in reduction of the fees.
- 3.12. If you fail to pay our invoices by the due date, we reserve the right to take legal action and upon your account being transferred to a debt collector, you agree that all associated costs shall be passed on to you.
- 3.13. Part payment of an account will be accepted as partial settlement of the full amount of the account unless we agree in writing to accept a reduced amount as full settlement.
- 3.14. If you have a complaint or dispute with our invoice, the complaint or dispute must be raised within 28 days from receipt of the invoice. If the invoice is not disputed within this period, you are deemed to have waived all rights to subsequently dispute the invoice. If you have provided us an email for contact, then the email address will be deemed an acceptable method of serving the invoice. Any payment will be applied first in payment of any interest and second in reduction of outstanding fees.

#### 4. HOW WE BILL

- 4.1. Billing arrangements will be as follows:
  - a. For property conveyancing matters we will generally bill at the time of settlement or on completion of the work; or
  - b. For litigation matters we may send an invoice on a monthly basis. This will help you by spreading the payments over time and it will enable you to keep track of how much the work is costing; or
  - c. For immigration matters we will generally operate a fixed fee arrangement which will be set out expressly in our letter of engagement; or
  - d. For other matters we may send an invoice on a monthly basis as the matter progresses. This will help you keep track of how much work is costing.
- 4.2. Payment of all invoices is due within seven (7) days unless you make other arrangements with us. Interest will be calculated at the rate of the banks current default interest rate for unsecured creditors (currently at 19.95% as at the date of this publication and subject to change without notification) as at the close of business on the date payment became due until the invoice has been paid in full without reduction.
- 4.3. If you have paid us a retainer, you authorise us to deduct any invoice, expenses or disbursements from any funds held on your behalf in our trust account. During the term of your engagement, we require you to maintain the retainer amount specified in our letter of engagement. If money has been deducted from such retainer during the term of your engagement, we require you to transfer any shortfall balance to meet the retainer balance within seven (7) days after receipt of our payment notice/ demand.
- 4.4. Where work has been done but we have not been paid by you, we have the right to retain original documents and correspondence on your file until all outstanding fees, disbursements and other expenses have been paid.
- 4.5. By accepting the letter of engagement and agreeing to our terms, you further acknowledge that you are liable for all moneys which may at any time, be owing to Queen City Law by you and/or your related entities. Your "related entities" as per the above clauses shall include (but are not limited to):
  - a. Your spouse (former or current); or
  - b. De facto partner (former or current); or
  - c. Your husband/ wife (former or current); or
  - d. Your child from a civil union, de facto relationship and/ or marriage; or
  - e. Any company that you were a director and/or shareholder for when the company appointed Queen City Law; or
  - f. Any trust that you were a trustee and/or beneficiary of when the trust appointed Queen City Law; or
  - g. Any partnership that you were a partner of when you or your partner appointed Queen City Law.
- 4.6. You acknowledge that your liability is not limited to amounts arising out of any particular transaction. You further acknowledge that Queen City Law is not required to take action against any of your related entities before having recourse to you, and you must pay any unpaid amounts by your related entity at the time we make demand on you.

## **5. CREDIT CARD PAYMENTS**

- 5.1. All credit card payments will be charged a 2% surcharge fee to cover the surcharge imposed on us by our bank. It is agreed that if the surcharge increases at any stage then the same will apply to you.
- 5.2. For us to process payment by credit card, you need to contact our Trust Accountant, Aimee Young (email: aimee@qcl.co.nz / phone: +64 9 970 8825) with the following details:
  - a. Your client reference number; and
  - b. Your credit card number; and
  - c. Your credit card name;
  - d. The expiry date of the credit card; and
  - e. The credit card security number (the three (3) digits printed on the back of your credit card).
- 5.3. For any credit card payment processed on site through our eftpos machine the payments will be charged a 2.25% surcharge fee.

## **6. CEASING TO ACT**

- 6.1. We are bound by New Zealand Law Society's Rule of Professional Conduct for Barristers and Solicitors. These rules list several types of conduct or circumstances that require or allow us to stop work on your current matter. They include:
  - a. Acting contrary to our advice or ignoring that advice; or
  - b. Conflict of interest; or
  - c. Misrepresentation or not disclosing relevant facts; or
  - d. Non-payment of fees or costs; or
  - e. Failure to meet or comply with requirements of the Anti-Money Laundering and Countering Financing of Terrorism Act 2009.
- 6.2. We try to identify potential issues in advance and discuss them with you. If we cease to represent you we will endeavour to advise you in writing thereto as soon as practicable.
- 6.3. You may terminate our services at any time. If you terminate our services, you must pay all fees due up to the date of termination and all expenses incurred up to that date.
- 6.4. Notwithstanding any other provision, Queen City Law reserves the right to terminate its retainer with you at our sole discretion if it eventuates that we are unable to comply with or be in breach of the provisions of the Anti-Money Laundering and Countering Financing of Terrorism Act 2009.

## **7. CONFIDENTIALITY**

- 7.1. Once you have instructed us, you authorise us to collect information about you (including all personal information) and anything to do with the matter upon which you are instructing us.
- 7.2. We will follow the information privacy principles set out in the Privacy Act 1993 in all dealings with your personal information. Therefore, any information you give us regarding your matters will be treated with confidence and will only be known by:
  - a. Those working on your file; and/or
  - b. Our service agents (where necessary); and/or
  - c. Other organisations responsible for processing your matter; and/or
  - d. Where we are legally obliged to disclose specific information.
- 7.3. You may request to see the file that holds your personal information which will be held at the office of Queen City Law.
- 7.4. In some circumstances, access to information may be denied where the disclosure of your personal information breaches the confidential information of other clients or in relation to other matters.
- 7.5. You confirm that you have the consent from all persons in respect of whom you have provided information, that Queen City Law may use that personal information (including your own) in order for Queen City Law to meet our legal obligations.
- 7.6. Due to the Anti-Money Laundering and Countering Financing of Terrorism Act 2009, we may be compelled to disclose information to government agencies. We will only do so when required by law or when we have authority to do so and we undertake to notify you if we are able.

## **8. YOUR FILES AND DOCUMENTS**

- 8.1. You authorise us to destroy all files and documents for any matter (other than the documents that we hold in safe custody for you) seven (7) years after our engagement ends, or earlier if we have converted those files and documents to electronic format. We will delete electronic information after seven (7) years.

## **9. CONFLICTS OF INTEREST**

- 9.1. 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 requirements and procedures set out in the New Zealand Law Society's Rules of Conduct and Client Care for Lawyers.

## **10. PROFESSIONAL INDEMNITY INSURANCE**

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

## **11. LAWYER FIDELITY FUND**

- 11.1. The Law Society maintains the Lawyers Fidelity Fund ("the Fidelity Fund") for the purpose of providing clients of lawyers' protection against pecuniary loss arising from theft by lawyers.
- 11.2. The maximum amount payable by the Fidelity Fund by way of compensation to an individual claimant is limited to \$100,000.00.
- 11.3. Except in certain circumstances specified in the Lawyers & Conveyancers Act 2006, the Fidelity Fund does not cover a client for loss relating to money that a lawyer is instructed to invest on behalf of the client.

## **12. COMPLAINTS**

- 12.1. We maintain a procedure for handling complaints by clients, designed to ensure that a complaint is dealt with promptly and fairly.
- 12.2. If you have a complaint about our services or charged then, subject to clause 3.14 and 6.4 above, you may refer your complaint to the person from our firm who has overall responsibility for your work or to our Principal or Practice Manager.
- 12.3. The Law Society also maintains a complaints service and you are able to make a complaint to that service. Further details are set out on our website at [www.queencitylaw.co.nz](http://www.queencitylaw.co.nz).

## **13. FATCA, AML AND OTHER LEGAL REQUIREMENTS**

- 13.1. We will require (at minimum) proof of address and verification of your ID and the IDs of other relevant parties (as identified by us and described further in our letter of engagement) before we proceed with any matter. In some instances, we may be required to obtain further information from you such as source of wealth and/or funds and additional supporting documentation. If you are either buying or selling property in New Zealand, you are now required by law to have both a New Zealand bank account and New Zealand tax number and complete a form for this purpose.
- 13.2. Whilst we will keep information provided to us by you confidential, you acknowledge that we will disclose such information held by us on your behalf as may be required by any government agency pursuant to the laws of New Zealand.
- 13.3. You also hereby irrevocably agree that if we are required to pay Residential Land Withholding Tax ("RLWT") (or any other tax, charge or cost) on your behalf Queen City Law is irrevocably authorised to do so without further reference from you from any monies we may hold on your behalf from time to time.

## **14. GENERAL INFORMATION FOR YOUR REFERENCE**

- 14.1. The terms of engagement as set out in this document relate to any current or future engagement with you, whether or not another copy is sent. We are entitled to change these terms from time to time, so please refer to our website setting out the full new terms.
- 14.2. Achieving client satisfaction is a major priority at Queen City Law. Feedback is taken very seriously and is considered extremely important in pursuit of delivering excellent legal services. If you are not completely satisfied with any aspect of our work, please contact the responsible personnel at Queen City Law.
- 14.3. For further information about us and our services, please visit our website at [www.queencitylaw.co.nz](http://www.queencitylaw.co.nz).