

INFORMATION FOR CLIENTS

We have set out below our terms of trade and the information required by the Rules of Conduct and Client Care for Lawyers of the New Zealand Law Society ("Law Society").

1 Client Care and Service

Whatever legal services we, as your lawyer, are providing, we must:

- *Act competently, in a timely way, and in accordance with instructions received and arrangements made.*
- *Protect and promote your interests 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.lawsociety.org.nz or call **0800 261 801**.

2 Persons Responsible for the Work

The partners of our firm, Peter Kemps and Stuart Weir, will have the overall responsibility for the services we provide for you.

3 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 either Peter Kemps or Stuart Weir.

Peter or Stuart may be contacted as follows:

- by letter;

- by email at peter@kempsweir.co.nz or stuart@kempsweir.co.nz;
- by telephoning at (09) 525 7711.

The Law Society operates the Lawyers Complaints Service and you are able to make a complaint to that service. To do so, phone **0800 261 801** and you will be connected to the nearest Complaints Service Office, which can provide information and advice about making a complaint.

4 Professional Indemnity Insurance

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

5 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. Except in certain circumstances specified in the Lawyers and 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.

6 Confidentiality

6.1 We will hold in confidence all information concerning you or your affairs that we acquire during the course of acting for you. We will not disclose any of this information to any other person except:

- a to the extent necessary or desirable to enable us to carry out your instructions; or
- b to the extent required by law or by the Law Society's Rules of Conduct and Client Care for Lawyers.

6.2 Confidential information concerning you will as far as practicable be made available only to those within our firm who are providing legal services for you.

6.3 We will not disclose to you confidential information which we have in relation to any other client.

7 Termination

7.1 You may terminate our services at any time.

7.2 We may terminate our services in any of the circumstances set out in the Law Society's Rules of Conduct and Client Care for Lawyers.

7.3 If our services are terminated you must pay us all fees due up to the date of termination and all expenses incurred up to that date.

8 Retention of files and documents

You authorise us (without further reference to you) to destroy all files and documents related to your matters (other than any documents that we hold in safe custody for

you) 7 years after the file is completed, or earlier if we have converted those files and documents to an electronic format.

9 **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.

10 **Duty of Care**

Our duty of care is to you and not to any other person. Before any other person may rely on our advice, we must expressly agree to this.

11 **Financial**

11.1 **Fees**

The basis on which fees will be charged is set out below:

- a If our initial letter specifies a fixed fee, we will charge this for the agreed scope of our services. Work which falls outside that scope will be charged on an hourly rate basis. We will advise you as soon as reasonably practicable if it becomes necessary for us to provide services outside the agreed scope and, if requested, give you an estimate of the likely amount of the further costs.
- b Where our services involve particular expertise, complexity, risk, significant value or an exceptional outcome then we may charge a premium on top of our time spent (when applicable).
- c The hourly rates of our personnel are set out below. The differences in those rates reflect the experience and specialisation of our professional staff. Time spent is recorded in 6 minute units, with time rounded up to the next unit of 6 minutes.

Peter Kemps:	\$350.00
Stuart Weir:	\$300.00
Kathy Smith:	\$150.00
Siobhan O'Sullivan:	\$150.00

All plus GST.

11.2 **Disbursements and expenses**

In providing services we may incur disbursements or have to make payments to third parties on your behalf. These will be included in our invoice to you when the expense is incurred. We may require an advance payment for the disbursements or expenses which we will be incurring on your behalf.

11.3 **GST (if any)**

Is payable by you on our fees and charges.

11.4 **Invoices**

We will send interim invoices to you, usually monthly and on completion of the matter, or termination of our engagement. We may also send you an invoice when we incur a significant expense.

11.5 **Payment**

Invoices are payable within 7 days of the date of the invoice, unless alternative arrangements have been made with us. We may require interest to be paid on any amount which is more than 7 days overdue. Interest will be calculated at the rate of 5% above our firm's main trading bank's 90-day bank bill buy rate as at the close of business on the date payment became due.

11.6 **Security**

We may ask you to pre-pay amounts to us, or to provide security for our fees and expenses. You authorise us:

- a to debit against amounts pre-paid by you; and
- b to deduct from any funds held on your behalf in our trust account

any fees, expenses or disbursements for which we have provided an invoice.

11.7 **Third Parties**

Although you may expect to be reimbursed by a third party for our fees and expenses, and although our invoices may at your request or with your approval be directed to a third party, nevertheless you remain responsible for payment to us if the third party fails to pay us.

12 **Trust Account**

We maintain a trust account for all funds which we receive from clients (except monies received for payment of our invoices). If we are holding significant funds on your behalf we will normally lodge those funds on interest bearing deposit with a bank. In that case we will charge an administration fee of 5% of the interest derived.

13 **General**

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

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

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