

Terms of Engagement

This sets out the basis of our ongoing relationship with you as our client.

Client Care

We wish to ensure that your legal needs are met in all matters we handle for you. Our duty to you is to:

1. Protect and promote your interests and act for you free from compromising influences or loyalties.
2. Discuss with you your objectives and how they should best be achieved.
3. Act competently, in a timely way, and in accordance with instructions received and arrangements made.
4. Provide you with information about the work to be done, who will do it and the way the services will be provided.
5. Protect your privacy and ensure appropriate confidentiality.
6. Treat you fairly, respectfully and without discrimination.
7. Give you clear information and advice.
8. Keep you informed about the work being done and advise you when it is completed.
9. Charge you a fee that is fair and reasonable and let you know how and when you will be billed.
10. 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 the justice system. If you have any questions, please contact us on telephone 03 548 7129 or website www.glasgow-harley.co.nz or the Law Society on 0800 261 801 or lawsociety.org.nz.

People responsible for your work

The partner with overall responsibility for the work on this matter is the partner you have dealt with but others may also work on this matter on your behalf. Feel free to contact any of us at any time.

The basis of our charges

For many standard matters we have standard basic charges but those charges will be increased where additional time is involved. Otherwise our fees are based on the range of factors applied by the NZ Law Society, including time, expertise, importance, urgency and results achieved. These rates may change from time to time, and a full list of the rates of any lawyers working for you is available at any time. We also charge for disbursements (court fees, registrations, duties/levies etc) and travel expenses incurred on your behalf. These will be itemised separately, and we will notify you if any fees or disbursements need to be paid for in advance.

Billing arrangements

Generally, we bill you in one account on completion but we may issue interim or advance accounts for some matters. Current payment terms are set out on invoices from time to time, and unless otherwise stated accounts are due for payment on the 20th of the month following receipt. We have the right to charge interest at 1½% per month on overdue accounts. If you pay by instalments, please note that interest may still be charged. We may deduct from funds held on your behalf any fees, disbursements or expenses for which we have provided an invoice. If you wish to pay by Credit Card please contact our office Accountant. Where an account (including any interim account) is overdue and unpaid, we can stop working on that or any other matters for you.

Professional indemnity insurance & fidelity fund

We hold professional indemnity insurance that meets standards specified by the Law Society. This is presently the sum of \$3,750,000 for any one claim. In continuing our instructions you agree that our liability to you is limited to the amount recoverable pursuant to this insurance cover. The Lawyers' Fidelity Fund also provides a limited form of cover up to specified maximums in certain circumstances, generally excluding investment monies.

Investment Advice

We will not be providing any investment advice with regard to the risk of any investment transaction that you propose to enter into. Any advice you receive from us should not be construed to be providing investment advice of any nature. We would recommend that you contact your investment advisor if you have any queries about the suitability and/or reliability of the investment transactions you propose to or have entered into.

Complaints

If you have any concerns or complaints that you prefer not to raise with the lawyer with overall responsibility for this matter, please email or write to any Partner of the firm at our office. We are committed to resolving any issues as soon as possible.

You can also contact the NZ Law Society's Lawyers' Complaints Service, at 26 Waring Taylor Street, PO Box 5041, Wellington 6145, Tel (04) 472 7837 or (0800) 261 801, Fax (04) 473 7909

Completion

When this matter is completed, we will advise you accordingly and provide a brief summary of the work undertaken if we have not already done so. Where appropriate we may also identify any necessary future action that may be required.

Trust Account

All funds held for clients are in a Trust Account interest-free at call at Westpac. Interest may be earned on larger amounts for longer periods and will be credited to you less our commission of 7½% of the interest derived.

Files

We hold all files for 7 years after which they are destroyed.

Conclusion

We value your instructions in all matters you instruct us on. Our ongoing relationship with you is on the basis of these Terms of Engagement. We give our commitment to you to attend to your affairs diligently, with an efficient, effective and professional service.