

GENERAL TERMS OF ENGAGEMENT

At Annie Meates Law Office we are committed to providing legal services based on a planned strategy to achieve the best possible outcomes for you. The purpose of this document is to set out the terms and conditions which govern our relationship with you and to provide you with an understanding of how we work and expectations we have of each other.

If you have any questions or concerns about these terms, you should contact us promptly before we commence working for you. This is important because any instructions we receive from you will be on the basis that you have read, understood and accepted these terms of engagement.

How We Work

We provide legal services in the following areas of law:

- Family law and parenting matters;
- Relationship property;
- Trusts and estate planning;
- Wills and enduring powers of attorney;
- Estate administration;
- Elder law.

Your Instructions

Our ability to provide you with the best possible legal service is enhanced by receiving clear and full instructions from you.

To assist us it is helpful for you to provide:

- Clear instructions, if possible in writing;
- Any important time limits that we need to be aware of;
- Your expectations about what you want to achieve;
- Full details of where we can contact you at any point of the day.

From time to time you may wish to change your instructions or review where your matter is up to. We invite you to keep in regular contact with us to ensure that we are aware of your most recent instructions. Often work on your matter will proceed to ensure that your interests are protected and will include attendances that you may not be aware of at the time. If you wish us to stop work at any time, you need to let us know immediately. Otherwise we may continue working on your matter.

How We Charge

Our fees are charged in accordance with the guidelines laid down by the Rules of Professional Conduct of the New Zealand Law Society. We take into account the following:

- the time spent
- the skill and knowledge and responsibility required

- the value of the property involved
- the complexity, novelty, importance and urgency of the matter
- the reasonable cost of running a law practice
- the result
- the importance of the matter to you
- the number and importance of the documents prepared or perused.

The relevant importance of the factors set out above will vary according to the particular circumstances of each transaction.

To assist us in determining the appropriate charge for work done for you, a record is kept of all the time spent working for you. We charge an hourly rate of \$250.00 plus GST for family matters and \$300.00 plus GST for relationship property matters. We like to discuss our fees before we take instructions from you so all parties are clear about the legal costs expected, any arrangements made for payment and when payments are due.

Additional Charges

Usually we will charge you not only for the legal services rendered but also for other ancillary services provided. These can include use of our facsimile and photocopying machines, telephone calls including long-distance calls and mobile calls and postage charges. To provide certainty we capture those additional costs as part of a communication charge.

We are often required to pay disbursements on your behalf during a transaction. They can include courier fees, filing and registration fees with government agencies, barrister's fees and any other type of agency fee that we are required to account for. Those charges will be specifically itemised on your invoice.

Where we are being asked to pay money out on your behalf, we will request payment from you for those amounts beforehand so that payment can be made. For example, that can include payment for court filing fees, LIM reports, valuations and registration fees.

Estimate of Fees

Where possible we will give you an estimate of the fees you are likely to incur with us. The estimate will be our "best guess" as to what the fee is likely to be. If however the work does not proceed as we expected due to unexpected complications or the work proves to be more complicated than originally anticipated, we will charge for all the additional work done. Any estimate given will be on a GST exclusive basis.

Where we become aware that the estimate is likely to be exceeded we will advise you of the reasons and obtain your further instructions.

Sometimes, especially in lengthy, urgent or complex matters we may ask for a substantial deposit before work can commence. In the meantime, we expect that our monthly invoices will be met in full as per the terms and conditions set out below unless an alternative arrangement has been agreed by us.

Our Billing Policy

It is our normal policy to bill you on a monthly basis. This assists by spreading payments over time and also enables you to keep track of how much the work is costing. Each invoice we send you is separate from any other. Where requested, an alternative arrangement may be agreed upon.

Generally property and similar transactional matters may be billed at the time of settlement or on completion of the work. However we may require payments prior to that to meet additional charges that we are required to pay out on your behalf.

If you require any clarification in relation to the invoice you receive from us, please let us know immediately. It is to the benefit of our relationship with you that any issues regarding our accounts are dealt with as soon as they arise.

Payment of Our Invoices

Our accounts are due within seven days of the issue of our invoice. If we are holding money for you we may deduct the account from that money and will provide you with a full statement.

If you anticipate any difficulty in paying our accounts for whatever reason you must immediately contact us upon receipt of our invoice to discuss the matter.

Late Payment

In the event that payment of our accounts are not made on time, we reserve the right to immediately stop working on any matters where we are working for you.

We also have the right to retain possession of your file and any documents belonging to you until we are paid.

If you default in your payment obligations to Annie Meates, then we reserve the right to provide information of such default, to list your default and to seek recovery thereof.

If payment is late, we may charge interest on the unpaid account at 1.5% per month until payment is received and we reserve the right to pass on to you all legal and collection costs incurred in recovering payments from you.

Information About You

You authorise us to:

- (a) Collect and hold personal and credit information about you from any source we consider appropriate. We may use this information to determine your credit worthiness, credit history or credit capacity, for debt collection or any related purpose, or for providing you with information about our services; and
- (b) Disclose the personal and credit information to anyone else (including our related parties) for the purposes set out above.

You must notify us of any changes in circumstances that may affect the accuracy of any personal or credit information that we have collected about you under these Terms.

If you are an individual, you may access and request correction of any personal or credit information that we have collected about you, subject to the restrictions in the Privacy Act 1993.

Termination

You may terminate our representation at any time, with or without cause by notifying us in writing. If such termination occurs, papers and property which you have provided to us will be returned promptly upon receipt of payment of outstanding fees and costs. Outline files pertaining to the transaction will be retained.

We are subject to the Code of Professional Responsibility for Barristers and Solicitors which lists several types of conduct or circumstances that require or allow us to withdraw from representing a client, including for example: non-payment of fees and costs, misrepresentation or failure to disclose material facts, action contrary to our advice and conflict of interest with another client. We try to identify in



Annie Meates LLB
Barrister and Solicitor

advance and discuss with you a situation which may lead to a withdrawal and if withdrawal ever becomes necessary we would give written notice of that occurring.

Commissions

If we place funds on an interest-bearing deposit in our trust account on your behalf, we may charge a reasonable commission out of the interest for arranging and administering the deposit.

Client Information

Attached is information required by the Rules of Conduct and Client Care for Lawyers of the New Zealand Law Society.

General

We trust that the above terms and conditions provide clarity about our relationship with you. If you have any questions about these terms of engagement please let us know. We look forward to working with you and providing you with a service that is, in all respects, excellent.

INFORMATION FOR CLIENTS

Set out below is the information required by the Rules of Conduct and Client Care for Lawyers of the New Zealand Law Society ("Law Society").

1. **Fees**

The basis on which fees will be charged is set out in our letter of engagement. When payment of fees is to be made is set out in our Standard Terms of Engagement.

We may deduct from any funds held on your behalf in our trust account any fees, expenses or disbursements for which we have provided an invoice.

2. **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.

3. **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.

4. **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 the person in our firm who has overall responsibility for your work.

If you do not wish to refer your complaint to that person, or you are not satisfied with that person's response to your complaint, you may refer your complaint to Annie Meates.

They may be contacted as follows:

- by letter;
- by email to annie@anniemeates.co.nz;
- by telephone to Annie Meates on 832 2775.

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.



MEMBER

**FAMILY
LAW SECTION**

New Zealand Law Society

Annie Meates LLB
Barrister and Solicitor

5. **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 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**.

6. **Limitations on Extent of our Obligations and Liability**

Any limitations on the extent of our obligations to you or any limitation or exclusion of liability are set out in our letter of engagement.