

WILSON M c KAY

BARRISTERS & SOLICITORS

Terms of Engagement and Client Care

Thank you for choosing to instruct Wilson McKay, we are pleased to be acting on your behalf. This document sets out our terms of engagement with you.

Our Commitment to You

We are committed to doing our best to provide you with the appropriate services to meet your legal requirements. Our duty is owed to you and not to any other person. The obligations lawyers owe to clients are also described in the *Rules of Conduct and Client Care for Lawyers of the New Zealand Law Society* at www.wilsonmckay.co.nz or www.lawsociety.org.nz. Those obligations are subject to other overriding duties, including duties to the courts and the justice system.

Who is Responsible for Your Work?

The person who will be primarily acting on your behalf, and the supervising partner will be confirmed prior to or at our first meeting. However, if you have any concerns or questions, you are welcome to contact any of the partners at any time.

Our Charges

Unless agreed otherwise our fees are based on the range of factors outlined by the New Zealand Law Society, including time, expertise, importance, urgency and results achieved. Our current hourly rates(s) are:

Partners	- \$370.00 per hour plus GST	Senior Solicitors	- \$250.00 - \$280.00 per hour plus GST
Consultants	- \$300.00 - \$370.00 per hour plus GST	Solicitors	- \$200.00 per hour plus GST
Senior Associates	- \$280.00 - \$300.00 per hour plus GST	Legal Aid	- \$120.00 per hour plus GST

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 an estimated fee for standard disbursements (photocopying, postage, printing, etc) and the actual costs of large one-off disbursements (court fees, registrations, duties/levies etc) as well as travel expenses incurred on your behalf. These will be itemised separately, and we will notify you of any fees or disbursements which need to be paid for in advance. You will also be charged GST at the rate required by law unless you are exempt.

Billing and Payment Arrangements

Payment terms unless otherwise stated, are upon settlement or within 7 days of invoice. We may deduct from funds held on your behalf any fees, disbursements or expenses for which we have provided an invoice. We may also issue interim accounts, while work is in progress, with a final bill on completion.

Lien

Where work has been done by us, but we have not been paid by you then as a general rule we have the right to retain original documents and correspondence on your file until such time as all outstanding fees, disbursements and other expenses have been paid. This is known as a lien.

Estimate

We are happy to provide an estimate of our costs and disbursements upon request. This will be provided separately.

Professional Indemnity Insurance and The Lawyer's Fidelity Fund

We hold Professional Indemnity Insurance that meets or exceeds standards specified by The New Zealand Law Society. The Lawyers' Fidelity Fund also provides a limited form of cover up to specified maximums in certain circumstances, generally excluding investment monies.

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PARTNERS
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THOMAS R. PIGGIN, LL.B.
PETER M. MACKENZIE, LL.B.
PHILIP M. KHOURI, BA, LL.B (Hons)

Complaints

If you have any concerns or complaints that you prefer not to raise with the author involved or the partner supervising your file, please contact Colin McKay who is the partner charged with investigating complaints. He may be contacted either by letter, by email: ColinMckay@wilsonmckay.co.nz or by telephone directly (09) 523 0756. We are committed to resolving any issues as soon as possible. You can also contact The New Zealand Law Society's Lawyers' Complaints Service, P O Box 5041, Wellington 6145, telephone (04) 472 7837 or (0800) 261 801 or facsimile (04) 473 7909.

Retention of files and Documents

You authorise us (without further reference to you) to destroy all files and documents (other than any documents that we hold in safe custody for you) 7 years after our engagement ends, or earlier if we have converted those files and documents to an electronic format.

Copyright

Unless otherwise agreed, when we prepare any document for you, you are free to use that document as you see fit, but only as our licensee. Ownership of the copyright shall at any time remain with us unless otherwise agreed.

Taxation and Accounting Advice

We do not provide taxation and accounting advice and strongly recommend you consult a taxation and accounting expert. We shall not be liable in any way for any taxation and or accounting advice which may be provided to you.

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 in the *Rules of Conduct and Client Care for Lawyers of the New Zealand Law Society*. If you become aware of a conflict of interest you must tell us immediately.

Where you are borrowing moneys from a bank or lending institution we may be instructed by the lender to act on the lender's behalf in the preparation and registration of the security documents. In these circumstances we will be acting for more than one party in the transaction and will owe a duty of care to the lender. This may prevent us from disclosing information to you that we obtain from the lender and may prevent us from giving you advice that conflicts with the interest of the lender. Our costs for this work are payable by you and are included in our fees estimate (if any). Unless you advise to the contrary, your instructions will be taken as your informed consent to us also acting for the lender.

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 our bank. In that case we will charge commission of 5% of the interest derived when we receive money or property from you or from other people on your behalf, and when we distribute any of that money or property; these are the procedures that we will follow, unless you instruct us otherwise:

- Any money that you pay to us for settlement or other purposes should be in cleared funds, and paid either by bank cheque or direct credit, made payable to "Wilson McKay Trust Account". Any certificates that you provide to us should be delivered to Wilson McKay offices and we will give you a receipt.
- If we receive money or property from other people on your behalf, we will hold it in trust for you unless you instruct us otherwise. Wilson McKay will follow your instructions as to how money or property that we hold on your behalf is to be applied or distributed. If money has not been provided to us in cleared funds we may delay distributing it until we have received confirmation that the funds have been cleared.
- Wilson McKay will keep records of all money and investment property that we hold on your behalf for at least the period that is legally required. During our normal office hours we can provide you with details of any financial transactions that relate to you. We will not provide you with receipts unless you specifically ask for them.
- Money that we hold in our trust account on your behalf will not be audited. Similarly, property that we hold on your behalf and distribute will not be audited.
- Wilson McKay cannot withhold from you, nor use for our own benefit, any money or property that we hold in trust on your behalf, except for money that we use to pay fees and expenses that we incur through acting as your lawyers, or for money that we deduct as our commission from the interest received on money that we hold on your behalf, or when we are legally required to withhold the money from you.

Our Obligations under the Investment Advisers (Disclosure) Act 1996

This Act requires us to inform you that we are not investment advisers and do not have qualifications or expertise in the provision of investment advice. We shall not be liable in any way for investment advice which may be provided to you.

What Law Governs These Terms?

These terms and any other agreement we have with you are governed by New Zealand Law and are subject to the exclusive jurisdiction of the New Zealand Courts. You may not assign or transfer any rights or obligations under these terms or any other agreement that we have with you.

Acceptance of Terms of Engagement

By instructing us to provide you with legal services and signing this document you are deemed to have accepted these terms of engagement on your own behalf personally and also on behalf of every Trust in which you are a Trustee and Company in which you are a Director if work is carried out by us on behalf of any such entities. Please return this signed document to us for our records. The copy is for retention by you.

Conclusion

We value your instructions and look forward to working with you. We also look forward to an ongoing relationship with you, so please retain this letter as the core basis of our relationship and our commitment to you to attend to your affairs diligently, with an efficient, effective and professional service.