

BASIC INFORMATION

▶ Who we are

- Solicitors and Barristers of the High Court of New Zealand
- Mediators (LEADR)
- Bilingual and cross-cultural legal services providers
- We operate a trust account in accordance with the Law Society rules
- We have professional indemnity insurance to the value of \$1,500,000.00

▶ How to find us

City office:

Level 2
40 Eden Crescent
Auckland 1010
New Zealand

North Shore office:

D4, 17 Corinthian Drive
Albany
Auckland 0632
New Zealand

Postal address:

PO Box 305 379
Triton Plaza
Auckland 0757
New Zealand

P: +64 9 303 4400

F: +64 9 303 4411

E: info@prestigelawyers.co.nz

W: prestige.law

▶ Our working hours

We are open from 9 am to 5.30 pm, Monday to Friday.

For urgent assistance and advice outside of our working hours, please call +64 21 902 031.

Please note that additional fees at higher rates will be incurred for any contact or advice provided outside our normal work hours.

▶ Making payments into our trust account

1. Cheque payments should be made Non Transferable and payable to "**Prestige Lawyers Limited Solicitors Trust Account**".
2. Bank transfers should be made directly to:
Prestige Lawyers Limited Solicitors Trust Account
BNZ Bank 02-1244-0074668-02
3. Alternatively, call one of our offices to make a credit card payment (2.5% fee applies).
4. Any cash handling fee incurred by you choosing to deposit cash to our account is also your responsibility.



TERMS OF ENGAGEMENT

These Standard Terms of Engagement ("Terms") apply in respect of all work carried out by us for you, except to the extent that we otherwise agree with you in writing.

► Financial

Fees

Based on the reasonable fee factors prescribed in the Rules of Conduct and Client Care, our fees for the services we provide for you are based on:

- The time and labour expended;
- The skill, specialised knowledge, and responsibility required to perform the services properly;
- The importance of the matter to you and the results achieved;
- The urgency and circumstances in which the matter is undertaken and any time limitations imposed;
- The degree of risk assumed by the lawyer in undertaking the services, including the amount or value of any property involved;
- The complexity of the matter and the difficulty or novelty of the questions involved;
- The experience, reputation, and ability of the lawyer;
- The possibility that the acceptance of the particular retainer will preclude engagement of the lawyer by other clients;
- Whether the fee is fixed or conditional;
- Any quote or estimate of fees given by the lawyer;
- Any fee agreement entered into between the lawyer and yourself;
- The reasonable costs of running a practice;
- The fee customarily charged in the market and locality for similar legal services; and
- Any other factor we consider relevant to your matter.

Fees will be invoiced regularly and whenever significant work is being undertaken. Any disbursements and expenses to we incur on your behalf will also be included in our invoices on top of our fees.

All invoices are payable within **7 days** of the date of the invoice, subject to any alternative arrangements made with us.

Payment of Fees

If payment is not made within the specified due date, we may:

- Charge interest on any amount outstanding after the due date at the rate of 21.45% p.a.;
- Discredit you on the basis of any unpaid legal fees;
- Submit your details to a credit agency;
- Refer any unpaid invoice to a debt collection agency or take any such legal action as we consider necessary;
- Claim from you all legal costs and expenses we incur as a result of unpaid legal fees; and
- Claim a lien over your file.

Additionally, we reserve the right to investigate your credit status at any time throughout the retainer.

Responsibility for Payment

You remain responsible at all times for payment of our invoices, regardless of any arrangements made with third parties.



Security

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

- To debit against amounts pre-paid by you; and
- To deduct any invoiced fees, expenses or disbursements from any funds held on your behalf in our trust account.

Confidentiality of your Information

All information we acquire about you or your affairs will be kept confidential outside of our firm. Such information will only be disclosed as necessary to enable us to carry out your instructions and as required by the Law Society Rules of Conduct and Client Care for Lawyers.

Termination of our Services

You may terminate our retainer at any time. We may also terminate our retainer in any of the circumstances set out in the Law Society's Rules of Conduct and Client Care for Lawyers. You must pay us all fees due up to the date of termination and all expenses incurred up to that date.

Retention of files and documents

You authorise us to destroy all files and documents for this matter, 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.

Conflicts of interest

If a conflict of interest arises, we will advise you of this in the first instance and follow the requirements and procedures set out in the Rules.

Duty of care

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

Trust account

If we are holding significant funds on your behalf these funds will normally be lodged into an interest-bearing deposit (IBD) Account with a bank. We will charge an administration fee of 10% of the interest derived. Where the amount of interest likely to be earned is minimal compared with the administrative costs (minimum \$50.00 per transfer), we may decide that it is impracticable to deposit the trust money in an IBD Account."

General

These Terms apply to any current and future engagement, whether or not we send you another copy of them. We are entitled to change these Terms from time to time without further notice to you. In the event of significant changes in these Terms, we will send you a copy of amended Terms.

Governing law and jurisdiction

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



INFORMATION FOR CLIENTS

– YOUR ENTITLEMENTS

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 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 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 purposes 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 & 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 our CEO, who may be contacted by email at stephen@prestigelawyers.co.nz.

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.

- 5. Persons Responsible for the Work:** The names and status of the person or persons who will have the general carriage of or overall responsibility for the services we provide for you are set out in our Letter of Engagement.
- 6. Client Care and Service:** The Law Society client care and service information is set out below. Whatever legal services your lawyer is providing, they 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.

- 7. Limitations on extent of our Obligations or 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.

