

KEEGAN ALEXANDER

— BARRISTERS & SOLICITORS —

STANDARD TERMS OF ENGAGEMENT

1 January 2009

Responsibility for Services

At the outset of a matter we will inform you of the names and status of the people in our firm who will have the general carriage of or overall responsibility for the services we provide.

Fees

Generally our fees are based on the time taken to complete the work and any other relevant factors specified by the New Zealand Law Society. Apart from time, other factors which may be taken into account in setting our fee include:

- The urgency with which the matter is required to be completed;
- The degree of specialised knowledge required;
- The degree of risk assumed by us in undertaking the services including the value of any property involved; and
- The complexity of the matter.

Our firm's schedule of hourly rates for solicitors and other members of professional staff are based on years of experience, specialisation and the level of professional attainment.

We charge a bureau fee for photocopying, postage and other office expenses.

The time spent by us on your behalf for which you will be charged will include:

- Personal and telephone attendances upon you;
- Correspondence with you;
- Considering the law and facts of your matter;
- Reading and considering incoming letters, emails, papers and documents;
- Preparing papers;
- Correspondence with solicitors and third parties;
- Instructing enquiry agents and experts;
- Attendances on your behalf;
- Time spent on travelling.

Accounts

Our accounts are due for payment 14 days after the date of the account unless prior arrangements are made with us in writing.

terms of engagement letter-website

Partners
Andrew Barrett LL.B
Peter Spring LL.B
Peter Napier BA, LL.B
Frank Rose LL.B (Hons)
Matthew Pasley LL.B
Sean McAnally LL.B (Hons)

Consultants
Michael Friedlander LL.B
Jacqueline Sibbald LL.B

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enquiries@keegan.co.nz

You authorise us to deduct our fees, expenses or disbursements from any funds held in our trust account on your behalf where we have provided an invoice.

If your accounts remain outstanding after 30 days, no further work will be undertaken by any lawyer of the firm until appropriate arrangements are made to bring the account back into good standing.

Disbursements

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

GST (if any)

Goods and services tax is payable by you on our fees and charges.

Settlement Monies

For property and financing transactions where payment of monies is due by you, we require clear funds for the correct amount to be deposited with us before banking closes on day before the settlement.

Retention of Files and Documents

You authorise us (without further reference to you) to destroy all files and documents for this matter, seven years after our engagement ends, or earlier if we have converted those files and documents to an electronic format.

Duty of Care

Our duty of care is to you and not to any other person. No other person may rely on our advice.

STATUTORY 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, or if applicable, their responsible Partner.

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 Sandra Griffiths, who is our Office Manager.

Sandra may be contacted as follows:

- By letter;
- By email at sgriffiths@keegan.co.nz; or
- By telephoning her on (09) 303 1829.

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, 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**.

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.