

# MASON & MORTIMER

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## Lawyers

### CLIENT CARE – TERMS OF OUR CLIENT/LAWYER RELATIONSHIP

#### 1. The Purpose of This Letter

This letter sets out our general terms and conditions governing our relationship with our clients. It explains what you can expect from us as your lawyer, and what you agree to when we work for you. It also includes information that we need to tell you under the Lawyers and Conveyancers Act 2006, as it applies to any work we do for you. These terms can be varied by agreement, which will then be recorded in a new letter. If you have any questions about any of the terms, please do not hesitate to contact us.

#### 2. Our Commitment to You is That We Will:

- 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.

#### 3. Lawyers' Obligations

Our obligations to you are described in the Rules of Conduct and Client Care for Lawyers. These can be found on this website: [www.lawsociety.org.nz](http://www.lawsociety.org.nz), or if you do not have access to this website, we can provide this information to you on request.

#### 4. Fee Estimates

In some circumstances it will be relatively easy to give you an estimate of the likely cost of the work. This is especially the case if there is something in particular you are trying to achieve. Sometimes estimating an overall cost will be more difficult. In those more difficult cases, we will be able to give estimates for each step in the matter, and the total cost of the work will depend upon what steps are required. We will keep you informed as we go. Every estimate will be based on

#### Pukekohe

187 King Street, Pukekohe  
DX CP77004; PO Box 984 Pukekohe

Email: [info@mamlaw.co.nz](mailto:info@mamlaw.co.nz)

Phone: 09 296 0037

#### Mangere Bridge

4/29 Coronation Road, Mangere Bridge  
PO Box 59021, Mangere Bridge

information you give us. The estimate will be based upon a reasonable expectation of the nature of the matter and the resources which will be required to be expended on the matter. If the matter becomes more time-consuming or involved than expected at the outset, or the nature of your instructions is varied in any manner, then we reserve the right to vary the estimate. This will be done in conjunction with you and by keeping you informed at each stage.

## 5. How We Set Fees

When setting fees we consider:

- our standard fees for carrying out certain transactions;
- the time and work involved;
- the skill, specialised knowledge and experience required on the file;
- the project's importance, complexity and the outcome;
- how quickly you need us to carry out the work;
- the estimate of fees we gave you, or our fee agreement;
- the reasonable costs of running a practice; and
- the market fee for similar services.

## 6. People Responsible for Your Work

As you may be aware, we operate from two offices (Māngere Bridge and Pukekohe) with various staff. We will advise you of the names and status of the person in our firm who will have the general carriage of or overall responsibility for the services we provide for you.

## 7. Disbursements

We also charge for disbursements incurred on your behalf, if any. These disbursements will be itemised separately. Some disbursements may need to be paid in advance. We will advise you when this is required. Disbursements may include, but are not limited to, LINZ fees, Court fees, Bank fees, Couriers, Reports.

## 8. Security and Authority to Deduct

We may ask you to prepay amounts to us, or to provide security for our fees and expenses. You authorise us to deduct fees, expenses and/or disbursements, for which we will provide an invoice, from funds held on your behalf in our trust account.

## 9. Paying Your Account

We ask that you must pay our fees within 14 days from the date on our invoice. We will generally issue interim invoices at regular intervals and/or on the completion of your matter. If you have a straightforward matter, we may ask for the agreed fee to be paid in advance.

If we have asked you to make payment into our trust account, we may deduct any fees or expenses

from that trust account, but only once we have billed you and sent you an account. If you have any questions about your account, please contact us straight away.

We may charge interest on unpaid accounts at the rate of 5% per annum. We may take action to recover unpaid fees and may add the cost of that recovery to your overdue account on a full indemnity basis. If we decide to waive any interest or not take action based upon any repayment agreement we have with you, we reserve the right to charge interest or take action at a later date if you do not adhere to the terms of the repayment agreement.

At your request, or with your approval, we may send your account to a third party to pay on your behalf. You are still responsible for payment if the third party does not pay. If the third party has not paid within 14 days of the date the account was sent, we may give you an account for the outstanding amount, which you must pay.

We only accept payment by electronic bank transfer.

#### **10. Investment Advice**

We are not qualified to give you investment advice. We ask that you seek advice from a qualified financial adviser.

#### **11. Ending Our Engagement**

Should you need to end our engagement, you must do so in writing and by giving us reasonable notice. Before you take your records, we ask you pay any outstanding fees for the work we have done for you. When you end our engagement, we may keep copies of your documents and records.

We may decide to stop working for you, if you:

- do not provide us with instructions promptly; and/or
- are unable to, or do not, pay our fees as agreed.

If we decide to stop working for you, we will give you reasonable notice.

#### **12. Professional Indemnity Insurance and the Lawyer's Fidelity Fund**

We hold current professional indemnity insurance that exceeds the New Zealand Law Society's minimum standards.

The maximum amount that may be paid out of the Fidelity Fund to an individual claimant by way of compensation is \$111,000.00. Neither the Lawyers' Fidelity Fund nor the Conveyancing Practitioners' Fidelity Fund is to be applied in paying compensation to any person for any loss relating to money that a practitioner or incorporated firm has been instructed to invest on behalf of that person.

### **13. Confidentiality**

We will hold in confidence all information concerning you or your affairs that we acquire during the course of acting for you.

We will not disclose any of this information to any other person except:

- to the extent necessary or desirable to enable us to carry out your instructions; or
- to the extent required by law or by the Law Society's Rules of Conduct and Client Care for Lawyers.

Confidential information concerning you will as far as practicable be made available only to those within our firm who are providing legal services for you.

We will of course, not disclose to you confidential information which we have in relation to any other client.

### **14. If You Have a Complaint, We Want to Know.**

If we have failed to meet your expectations, please tell us. We take clients' complaints seriously and want to do what we can to put the problem right.

If you are unhappy, we encourage you to talk to the lawyer who has responsibility for your service, to see whether the problem is simply a misunderstanding. If that does not solve the problem or you do not feel comfortable talking to the lawyer acting, we encourage you to talk to the firm's partners Maria Mortimer and/or Melinda Mason to see if the problem can be resolved to your satisfaction.

If you are still not satisfied with the way your complaint has been dealt with, you can make a formal complaint to the New Zealand Law Society by email [complaints@lawsociety.org.nz](mailto:complaints@lawsociety.org.nz) or phone 0800 261 801.

### **15. General**

These Terms apply to any current engagement and also to any future engagement, whether or not we send you another copy of them.

We are entitled to change these Terms from time to time, in which case we will send you amended Terms.

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

**16. 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 out in the Law Society's Rules of Conduct and Client Care for Lawyers.

**17. Duty of Care**

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

**18. Completion**

When we have finished the matter, you have asked us to undertake, we will send a report to you, and where appropriate we will also identify any necessary action that may be required in the future.

**19. Retention of Records**

Files and documents concerning each matter will be retained at our expense for a period not less than seven years after that matter has been completed, at which time you authorise us to destroy them. However, we will not destroy any of your original documents, which will be returned to you on completion of your matter.

**20. Uplift of Records**

We may send your files and documents to a reputable secure document storage company in which case the documents will be held subject to our agent's terms and conditions of service. As a result, it may take some time for us to retrieve these files. While all reasonable care will be taken, neither we nor our agent will have any liability (direct or indirect) in relation to the provision of this service.

If you request for your files or other documents to be uplifted at any time, we may make copies of them to keep either electronically or physically (or both) before they are returned to you. We will work in a timely manner to complete the request for the uplift.

An uplift fee may be payable upon uplift of your documents or part thereof. We may provide you with copies or originals of our documents at our sole discretion. Please note this does not apply to your personal Wills, Enduring Powers of Attorney, or Agreements.

**21. Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (AML / CMT)**

In **certain transactional circumstances** (conveyancing, refinancing, estate distribution, and other property matters) we may require you to meet our AML / CFT requirements.

All lawyers are subject to the requirements of the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 ("the AML/CFT Act"). Therefore, our agreement to act for you is subject to and conditional upon you meeting the requirements of the AML/CFT Act relating to

identity/address verification and, in some cases, the provision of information regarding the source of funds for particular transactions. This means that if you have not already completed the initial AML/CFT Act verification requirements with our firm, you will need to do so before we are able to undertake any transactions on your behalf. If you have already completed the initial AML/CFT requirements, the obligations imposed on us by the AML/CFT Act are ongoing and may mean that we are required to request further AML/CFT information from you as the matter progresses.

The AML Act requires NZ Lawyers to have a greater understanding of their client relationships, and at Mason & Mortimer Lawyers, we are committed to compliance to ensure we protect our clients and meet our obligations under the AML Act.

As part of this we are required by law:

1. Confirm and certify the identification of our clients by sighting photo ID, preferably a Passport or NZ Driver Licence along with either a secondary form of photo ID or Birth Certificate (NZ or overseas); and
2. Confirm and certify our clients' residential address by sighting proof of where they live, preferably a bank statement or IRD statement, or alternatively a utility bill or government issued letter.

Before we can proceed with your matter, we need you to provide us with your up-to-date AML information. We will need to certify your information at an arranged time.

**We value your instructions** and will do our very best to deal with your affairs promptly and efficiently. Please retain this letter which sets out our formal relationship. We look forward to working with you and assisting you in reaching your desired outcomes.

If you have any queries, please do not hesitate to contact our office.

Yours Faithfully

**MASON AND MORTIMER LAWYERS**