



ROBINSON LAW TERMS OF ENGAGEMENT AND INFORMATION FOR CLIENTS

Client Care Charter – our commitment to clients

We are committed to doing our best to ensure that your legal needs are met in this matter. We will:

1. Protect and promote your interests and act for you free from compromising influences or loyalties.
2. Discuss with you your objectives and how they should best be achieved.
3. Act competently, in a timely way, and in accordance with instructions received and arrangements made.
4. Provide you with information about the work to be done, who will do it and the way the services will be provided.
5. Protect your privacy and ensure appropriate confidentiality.
6. Treat you fairly, respectfully and without discrimination.
7. Give you clear information and advice.
8. Keep you informed about the work being done and advise you when it is completed.
9. Charge you a fee that is fair and reasonable and let you know how and when you will be billed.
10. 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 the justice system. If you have any questions, please contact us on 07 3072092 or the Law Society on 0800 261 801 or lawsociety.co.nz

Services

We will write to you outlining the nature of the service we will be providing.

People responsible for your work

Directors

Suzanne Robinson, Pete Marshall or Rachel Elliot with overall responsibility for your work.

Lawyers

Ashleigh Pihema will have general carriage of your matter.

Registered Legal Executives

Helen Nu'u and Daisy Jones will have general carriage in conveyancing and estates.

Support Staff

Gina Standen, Office Manager/PA and Audrey Spanhake, Legal Assistant/PA.

The basis of our charges

Unless agreed otherwise our fees are based on the range of factors applied by the NZ Law Society, including time, expertise, importance, urgency and results achieved.

The current hourly rate of our Senior Directors is \$400.00 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 charge for disbursements (court fees, registrations, duties/levies etc) and travel expenses incurred on your behalf. We may also charge for costs which are not included in our fee or recorded as disbursements, these items include photocopying, printing, courier or postage and phone calls.

Retention of files and Documents

You authorize us (without further reference to you) 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.

Professional indemnity insurance & fidelity fund

We hold professional indemnity insurance that meets or exceeds standards specified by the Law Society. The

Lawyers' Fidelity Fund also provides a limited form of cover 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 \$100,000.00. 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 a client.

Billing arrangements

To help you budget we issue interim accounts, usually monthly, while work is in progress, with a final bill on completion. Current payment terms are set out on invoices from time to time, and unless otherwise stated are due for payment within 14 days. We may charge you interest on any unpaid account at the rate of 14% per annum. Further, you will be responsible for all costs incurred by us in recovering any such unpaid balance. You authorise us to, and we will unless agreed otherwise, deduct from funds held on your behalf any fees, disbursements or expenses for which we have provided an invoice.

Unclaimed Credit Balances

You authorise us to pay to the Whakatane Women's Refuge, or any other charity we may nominate for this purpose, any credit balance held on your trust account ledger if we have been unable to contact you for a period of at least 6 months to arrange for that balance to be paid to you. This applies to balances of less than \$100.00. Any balances over \$100.00 unclaimed within that time-frame will be forwarded to the Inland Revenue Department.

Verification of Trust Account Details

The security and accuracy of your transactions are of utmost importance to us. As part of our commitment to safeguarding your funds, we kindly request that you contact us directly on our office phone (07) 307 2092 to confirm our trust account details prior to initiating any funds transfer. We also encourage you to use the registered Bill Payee 'Robinson Law-Trust Account' through the online banking system.

By engaging with us in this simple verification step, you help ensure that all financial transactions are processed smoothly and securely. Our team is always available to assist you and provide the necessary information to ensure your peace of mind.

Complaints

If you have any concerns or complaints that you prefer not to raise with the partner named above with overall responsibility for this matter, please contact our other partner personally. We are committed to resolving any issues as soon as possible.

You can also contact the NZ Law Society's Lawyers' Complaints Service, at 26 Waring Taylor Street, PO Box 5041, Wellington 6145, Tel (04) 472 7837 or (0800) 261 801, Fax (04) 473 7909.

Litigation

It is important that we are able to contact you at any time. If we have filed documents with the court on your behalf, the court will use our address as a means of maintaining contact with you. It expects us to know where you are and to be able to update your position regarding the proceedings whenever the need arises. You must therefore keep us advised of your address and contact details so we can keep you advised of developments and seek your instructions as and when required.

If we have tried to contact you by writing to your last known address and/or phoning you at the last number you have provided us but have not heard back from you within 21 days, we will assume you no longer wish us to act on the matter on your behalf. In that case, we may apply to the Court to withdraw as your counsel.

Conclusion

When this matter is completed, we will advise you accordingly and provide a brief summary of the work undertaken if we have not already done so. Where appropriate we will also identify any necessary future action that may be required or recommended.

We value your instructions in this matter and look forward to its successful completion. Please retain this letter as the basis of our relationship and our service to you.