

Principal: Richard Middleton L.L.B, C.A

Legal Executives:

Jenny Abrahams Fellow NZILE  
Diana King Fellow NZILE  
Karen Harris Fellow NZILE  
Romaine Bousader NZILE  
Kelley Gao NZILE  
Shelley Crowie NZILE  
Vanessa Zhu NZILE  
Michelle Johnson NZILE  
Nina Fraser NZILE



265 Campbell Road  
Greenlane, Auckland 1061

P O Box 17-393  
Auckland 1546

Phone: 09 579 0033

law@plcentre.co.nz  
www.propertylawauckland.co.nz

## Terms of Engagement and Client Information

### 1. Fees and Disbursements

#### (a) **Fixed Price Work**

For most residential property transactions and for some other work we charge a fixed price which includes legal fees and disbursements paid by us on your behalf and GST. A list of these prices is available on request and is also found on our website: [www.propertylawauckland.co.nz](http://www.propertylawauckland.co.nz). In addition to our fixed prices, we may charge a one-off standard fee of \$150.00 including GST for Anti Money Laundering regulatory compliance.

These **fixed prices** cover the usual legal work and disbursements for such jobs. Where additional legal work and/or disbursements are required they will be charged in addition to the fixed price. Such additional work will be charged at the rates shown below for **Other Work** or at a lower rate at our discretion. Examples of additional work are listed at the end of the Price List on our website. An urgency fee may also be charged where we are required to settle a transaction within five working days.

For some variations on fixed price transactions (e.g. refinancing of two or more properties together) and for some other jobs we may agree on a fixed price with you or we may provide you with an estimated price. Estimated prices are a guideline only and are provided based on our judgement of the information provided. They are not a maximum price or fixed fee quotation.

Please note that advice about the quality of any investment is excluded from our scope of services.

#### (b) **Other Work**

For legal work other than the fixed price work we charge on an hourly basis at the following rates (or lower at our discretion):

Richard Middleton	(Principal)	\$375.00 per hour plus GST
Jennifer Abrahams	(Senior Legal Executive)	\$275.00 per hour plus GST
Diana King	(Senior Legal Executive)	\$275.00 per hour plus GST
Karen Harris	(Senior Legal Executive)	\$275.00 per hour plus GST
Romaine Bousader	(Senior Legal Executive)	\$275.00 per hour plus GST
Kelley Gao	(Legal Executive)	\$250.00 per hour plus GST
Shelley Crowie	(Legal Executive)	\$250.00 per hour plus GST
Vanessa Zhu	(Legal Executive)	\$250.00 per hour plus GST
Nina Fraser	(Legal Executive)	\$250.00 per hour plus GST
Michelle Johnson	(Legal Executive)	\$250.00 per hour plus GST

### 2. Payment

(a) For property transactions your fees and disbursements are payable on settlement date and will be deducted by us from funds received for settlement of your transaction in accordance with any statement provided. We may also deduct from any funds held on your behalf in our trust account any fees, expenses and disbursements which we have provided an invoice.

- (b) For some longer property jobs and other work we may issue interim invoices. These are payable within seven days of the date of the invoice.
- (c) All other work is either (i) invoiced on completion and is to be paid within seven days of the invoice date; or (ii) in the case of non-transactional work spread over a longer period of time, such work may at our discretion, be billed on an interim basis from time to time. Those invoices will be payable within seven days of the date of the invoice.
- (d) We reserve the right to require in some cases (usually non-transactional work or work with a high time input requirement) that a sum of money be paid into our trust account in advance to cover fees and disbursements.

### 3. Trust Account

We maintain a trust account for all funds which we receive from clients. Payments out of the trust account will be made either to you or to others with your authority. Before making a payment to another account we may require verification of the third-party account details. We may also require our Anti-Money Laundering obligations to be met.

If we are holding significant funds on your behalf we may lodge those funds on interest bearing deposit unless in our opinion it is not practicable or reasonable to do so. Interest earned on deposits, less withholding tax and interest administration fees of 5% of the interest, will be paid to you.

### 4. Anti-Money Laundering

We have processes to ensure that we comply with Anti Money Laundering legislation. We may be required to undertake due diligence on you and persons associated with you. You agree to assist us to comply with those obligations and agree that our relevant service providers may make enquiries and reasonable disclosures for the purposes of conducting due diligence, including verifying your identity electronically. We will store your personal information securely on our network.

As part of our Customer Due Diligence Assessment (CDD) we may require evidence of your source of income and source of wealth. We are required to report to the authorities in certain circumstances. Before our services commence, we will confirm with you what information we need and what documents we will need for our CDD Assessment. If we are unable to obtain or cannot verify the information, we will not be able to continue to act for you.

You consent and authorise us and our agents to disclose your personal information to third parties as needed in order to undertake services on your behalf, including reporting to regulatory bodies or law enforcement agencies as required by law and to meet our legal and regulatory obligations.

### 5. Who will Carry out your Legal Work

Your work will be carried out by either the Principal, **Richard Middleton** or by one of our Legal Executives who work under the supervision of Richard Middleton, namely, **Jennifer Abrahams, Diana King, Karen Harris, Romaine Bousader, Vanessa Zhu, Kelley Gao, Shelley Crowie, Nina Fraser or Michelle Johnson.**

### 6. Professional Indemnity Insurance

We hold professional indemnity insurance cover which meets the standard specified by the New Zealand Law Society.

### 7. Lawyers Fidelity Fund

The New Zealand Law Society maintains the Lawyers Fidelity Fund to provide additional protection for clients against theft by lawyers. Claims are limited to \$100,000.00. The Fidelity Funds will generally not cover the loss of any money that a lawyer is instructed to invest for the client.

#### **8. Retention of Records**

We may keep an electronic record and destroy original records provided that we will destroy all files, documents including electronic records for this matter (other than documents that we hold in safe custody for you) 7 years after our engagement ends.

We may dispose of documents that are duplicates or that are trivial (that do not contain substantive information). We are not obliged to retain documents where you have requested that we provide them to another person and we have done so. We may, at our option and at our expense, return documents (in hard or electronic form) to you rather than retain them.

#### **9. Conflicts of Interest**

We are obliged to protect and promote your interests to the exclusion of third parties. This may result in a situation arising where we have a conflict of interest. If a conflict of interest or potential conflict of interest arises we will consult with you about the best way to resolve the conflict. We may act for other clients whose commercial or legal interests differ from yours, however, we will not act without your consent.

#### **10. Complaints and Termination**

If you have concerns about the way in which your legal work has been handled please contact our principal, Richard Middleton. In the unlikely event that we are unable to resolve the matter with you, the matter may be taken to the Law Society complaints service by calling 0800 261 801.

You may terminate our engagement in some circumstances. We may terminate our retainer in any of the circumstances set out in the Law Society's Rules of Conduct and Client Care for Lawyers or where there is good cause. Good cause includes where:

- a) Any instructions require us to breach any professional obligations;
- b) Where there has been misleading or deceiving conduct in a material respect;
- c) Where any conduct by the client is abusive or offensive;
- d) Where there has been an inability to pay a fee on an agreed basis, or in the absence of an agreed basis, at the appropriate time;
- e) Where there is a failure to provide instructions in a sufficiently timely way;
- f) Where there is the adoption by the client against the advice of the lawyer of a course of action that the lawyer objectively believes is highly imprudent and inconsistent with the lawyer or legal executive's fundamental obligations.

#### **11. Client Care and Service Information**

Whatever legal services your lawyer or legal executive 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:*
- *to identify an conflict or potential conflict of interest and to consult with you about the best way to resolve the matter.*

The obligations lawyers owe to clients are described in the *Rules of conduct and client care for lawyers* (the **rules**). 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](http://www.lawsociety.org.nz). or call 0800 261 801.

Yours faithfully

**THE PROPERTY LAW CENTRE**