

Hannan & Seddon

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 Standard Terms 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 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 \$100,000.00. 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 against 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 either Tony Sullivan or Colin Smith, as partners of the firm.

They may be contacted as follows:

- By letter to either the firm's offices at the top of the page.
- By email to tony@hannanseddon.co.nz or colin@hannanseddon.co.nz
- By telephoning them at (03) 768 4169

The Law Society also maintains a complaints service and you are able to make a complaint to that service. To do so, you should contact the New Zealand Law Society, Box 5041, Lambton Quay, Wellington, 6145.

Phone 04 472 7837
Fax 04 473 7898
E-mail inquiries@lawyers.org.nz
Web www.lawyers.org.nz

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 & 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 within 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.lawyers.org.nz or call 04 471 7837.

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 Standard Terms of Engagement and/or letter of engagement.

Hannan & Seddon

Standard Terms of Engagement

The Standard Terms of Engagement (“the Terms”), sent to the client together with the Information for Clients and any engagement letter and any fee estimate, form the initial Contract between Hannan & Seddon and the client. These Standard Terms of Engagement 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 our amended Terms. Our relationship with you is governed by New Zealand law and New Zealand Courts have exclusive jurisdiction.

1. **Services.** Hannan & Seddon will provide the services specified in any initial engagement letter or, as subsequently agreed and set out, in any replacement or supplementary engagement letter or other communication (“the Services”). The Services may include advice and recommendations, but it is understood and agreed that all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by the client. Unless implementation is specified in the engagement letter, Hannan & Seddon shall not be liable in any way in this regard. Either Hannan & Seddon or the client may request changes to the Services. Each agrees to work together to enable each party to assess the impact of any requested changes on the cost, timing or any other aspect of the Services.
2. **Information.** The client will provide in a candid, full and timely fashion all information and documents reasonably required to enable Hannan & Seddon to provide the Services. Unless otherwise required pursuant to the engagement, Hannan & Seddon will have no responsibility to independently verify the accuracy of such information and documents. Hannan & Seddon will not be liable for any loss or damage arising from any inaccuracy, incompleteness or other defect in any information or documents supplied by the client.
3. **Documents, Records and Information.** Hannan & Seddon will keep a record of all important documents which we receive or create on your behalf on the following basis:
 - a) We may keep a record electronically and destroy originals (except where the existence of an original is legally important such as in the case of wills and deeds).
 - b) At any time, we may dispose of documents which are duplicates, or which are trivial (such as emails which do not contain substantive information), or documents which belong to us.
 - c) We are not obliged to retain documents or copies where you have requested that we provide them to you or to another person and we have done so, although we are entitled to retain copies for our own records if we wish to do.

We will provide to you on request copies or originals (at our option) of all documents to which you are entitled under the Privacy Act 1993 or any other law. We may charge you our reasonable costs for doing this. Where we hold documents that belong to a third party you will need to provide us with that party’s written authority to uplift or obtain a copy of that document.

Unless you instruct us in writing otherwise, you authorise us and consent to us (without further reference to you) to destroy (or delete in the case of electronic records) all files and documents in respect of the Services 10 years after our engagement ends (other than any documents that we hold in safe custody for you or are otherwise obliged by law to retain for longer). We may retain documents for longer at our option. We may, at our option, return documents (either in hard or electronic form) to you rather than retain them. If we choose to do this, we will do so at our expense.

We own copyright in all documents or work we create in the course of performing the Services but grant you a non-exclusive licence to use and copy the documents as you see fit for your own personal or commercial use. However, you may not permit any third party to copy, adapt or use the documents without our written permission.

In respect of Deeds or documents Hannan & Seddon reserves the right to retain those Deeds and documents until all monies due from the client to Hannan & Seddon are paid. Hannan & Seddon requires this right to retain any such Deeds and documents even if the monies are due for services unrelated to those documents. Hannan & Seddon’s position in this regard is contrary to the usual common law position which would otherwise exist.

4. **Health and Safety.** The Health and Safety at Work Act 2015 obliges Hannan & Seddon to take all practical steps to ensure the health and safety of its staff engaged on any assignment. Hannan & Seddon and the client will be mutually responsible to ensure the safety of Hannan & Seddon staff and to see no harm is caused to them in the client workplace. The client shall ensure that the Act is fully complied with when Hannan & Seddon personnel visit client sites. Contact with the client’s health and safety representative could involve a safety briefing at the beginning of the assignment, regarding work hazards which Hannan & Seddon staff may be exposed to on the client site, management of the hazards, provision of any appropriate equipment, awareness of accident reporting procedures and emergency procedures.
5. **Fees and Payment.**
 - a) The Firm’s fees are charged in accordance with guidelines laid down by the Rules of Professional Conduct of the New Zealand Law Society. In fixing the fee, the Firm is entitled to take account of matters such as the amount of time devoted by partners and staff to the Services, any urgency involved, the amount or value of the money or property involved, the degree of complexity, the results achieved, the skill required, and any other criteria that are relevant. A full list of the New Zealand Law Society’s costing factors is available on request.

- b) You may request an estimate of our fee for undertaking services at any time. If possible we will provide you with an estimate (which may be a range between a minimum and a maximum amount or for a particular task or step). An estimate is not a quote. If the work does not proceed as the Firm had anticipated due to unexpected complications, or if the work proves more complicated than originally anticipated, we will inform you and the firm will charge for any additional work undertaken. Unless specified, an estimate excludes GST, disbursements and office administrative expenses.
 - c) All fees charged will be based on the New Zealand Law Society requirement that all professional fees shall be fair and reasonable having regard to the interests of both the client and Hannan & Seddon.
 - d) In the case of most property, loan, commercial or other transactions where there is a specific settlement date, all fees and expenses must be paid not later than the settlement date. The client authorises the deduction of all fees and expenses from the proceeds of any loan advance or sale proceeds or other monies which may be received or held to the client's credit within Hannan & Seddon's Trust Account.
 - e) Regardless of the nature or type of Services being provided to the client, Hannan & Seddon reserves the right to render interim accounts in respect of which, the provisions of paragraph 6(g) shall apply.
 - f) In all other cases, fees and expenses will be billed monthly unless otherwise agreed, and will be payable by the 20th of the month following the billing date. We may send invoices more frequently when we incur a significant expense or undertake a significant amount of work over a shorter period of time.
 - g) If you are unable to pay our accounts, please contact us promptly to discuss arrangements for payment. If your account is overdue the client undertakes to pay late payment fees of 2% per month on any amount outstanding and to indemnify Hannan & Seddon and pay all costs and expenses if legal action is necessary to recover from you any overdue amount. Hannan & Seddon may at its discretion require funds to be paid on account before it incurs out of pocket expenses.
 - h) Failure to pay fees on time may, at Hannan & Seddon's discretion, lead to suspension of the Services (including Hannan & Seddon's right to refuse to settle a property, loan, commercial or other transaction), or termination of the engagement. All reasonable fees up to suspension or termination shall be and remain payable, notwithstanding the suspension or termination.
 - i) If you qualify for Legal Aid, you will be informed in writing by the Legal Services Agency of the fee that has been approved for our services and any contribution or other obligations you may have.
6. **Disbursements and Third Party Expenses.** In providing the services we may incur disbursements and payments to third parties on your behalf. You authorise us to incur these disbursements (which may include items such as search fees, registration fees, court filing fees, and travel and courier charges) which are reasonably necessary to provide the Services. You also authorise us to make payments to third parties on your behalf which are reasonably required to undertake the Services (which may include items such as expert's costs or counsel's fees). These will be included on our invoice to you, shown as disbursements when the expenses are incurred (or in advance when we know we will be incurring them on your behalf).
7. **Office Administrative Expenses.** In addition to disbursements, we may charge an office administration fee to cover out of pocket expenses which are not included in our fee and which are not recorded as disbursements. These include such items including but not limited to photocopying, printing, postage, telephone calls, licences, and set-up and storage of files.
8. **Trust Accounting.** We operate a Trust Account. All money received from you or on your behalf will be held to your credit in our Trust Account.
- a) Payments out of the Trust Account will be made either to you or to others with your authority. Written authority (and if we are acting for more than one of you, from all of you) will be required when payment is to be made to a third party. Before making a payment to another account we may require verification of the account details by provision of a copy of a deposit slip, cheque or bank statement showing the account number, a signed authority from you including the bank account details, or a signed letter from a financial institution providing bank account details.
 - b) A full record of our Trust Account is kept at all times. A statement of Trust Account transactions detailing funds received and payments made on your behalf will be provided to you periodically and at any time upon your request.
 - c) Unless it is not reasonable or practicable to do so, when we hold significant funds for you for more than a short period of time, all funds will be deposited to the client's credit in an interest bearing deposit account within Hannan & Seddon's Trust Account. All interest accrued less usual Resident Withholding Tax and Hannan & Seddon handling commission, at a rate of 5% of gross interest accrued, will be for the credit of the client. Hannan & Seddon will at such time as all funds are released to the client provide a statement identifying the sum of all interest received and any deductions made.
10. **Terms and Termination.** The Contract will continue until all the Services have been provided unless sooner terminated by agreement as set out below. Either party may terminate the Contract by written notice or if the other party fails to remedy a material breach of the Contract. Termination will not affect the client's obligations to pay Hannan & Seddon's fees for all Services performed up to termination. Any of the terms and conditions of the engagement letter or the Terms that are intended to apply after completion of the Services will continue to apply following termination.

11. **Confidentiality.** Hannan & Seddon 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 this information to any other person unless either authorised by the client, compelled by law, or as is necessary to provide the Services.
12. **Indemnity.** In the event Hannan & Seddon becomes involved in any claim (including actual or threatened litigation of whatever form) in relation to the Services, Hannan & Seddon will immediately notify the client. The client agrees, to the extent permitted by law, to indemnify Hannan & Seddon, its Partners and employees in all respects including its reasonable costs and expenses involved in defending any such actual or threatened litigation. Where legal counsel is retained for these purposes, those costs, will be met by the client. Hannan & Seddon will use its best endeavours to agree the quantum of any such costs recognising the need to respond to such litigation on a prompt and reasonable basis. The client agrees to meet the costs of Hannan & Seddon for reasonable time incurred by its Partners and staff and any other reasonable costs and expenses in relation to any inquiry or proceeding initiated by any person.
13. **Restrictions.** Unless Hannan & Seddon has agreed in writing, no advice or information provided to the client is to be made available, directly or indirectly to any third party, or shall be used or relied upon by any third party. Hannan & Seddon will have no liability to any such third party. The client indemnifies Hannan & Seddon against any third party claim arising from its release of any such Hannan & Seddon advice or information.
14. **E-mail.** While we use standard virus checking software, we accept no responsibility for viruses or anything similar in any emails or any attachments which come from Hannan & Seddon. We also do not accept any responsibility for any changes to, or interception of, any email or any attachment after it leaves our information systems.
15. **No Assignment or Benefit.** The client may not assign the benefit of the Services to any third party without the written consent of Hannan & Seddon. For the avoidance of doubt the sole beneficiary of the Services under this Contract is the client. No other party is intended to take a benefit under the Contracts (Privity) Act 1982.
16. **Guarantee.** Instructions from time to time may be taken from companies or other corporate bodies and/or family trusts and/or third party individuals at the client's request. In such instances these Terms will apply to the receipt of such instructions and the person or persons from whom Hannan & Seddon receives instructions unconditionally guarantees to Hannan & Seddon the performance of all obligations expressed or implied in these terms.
17. **Limitation of Liability.** Hannan & Seddon holds Professional Indemnity Insurance that meets or exceeds the minimum standards specified by the New Zealand Law Society. Our liability to you, whether in contract, tort or otherwise is limited to any amount actually paid by the insurer under our Professional Indemnity Insurance policy.
18. **Entire Agreement.** The Contract described in these Terms, subject to any qualification, conditions, assumptions and reservations set out in any report, forms the entire agreement between Hannan & Seddon and the client. No previous discussions, proposals, correspondence, understandings or other communications, whether written or oral, shall have contractual effect subsequent to the engagement letter. Only written variations signed on behalf of Hannan & Seddon shall have effect to vary the Contract.