

# ARGYLE WELSH FINNIGAN LIMITED

## *Client Care Terms*

### **Our Service**

1. You have engaged our firm to act for you in connection with the matter described in the letter that accompanies this document [the "**Letter**"].
2. Our firm is committed to serving you professionally and ethically. We make the following undertakings to you:
  - We will hold strictly confidential all communications with you, and all information that we receive from you during the course of our dealings. We will not reveal your confidences without your agreement.
  - We will pursue your work conscientiously. In turn we will need your full and timely co-operation to help represent you.
  - We will work with you to develop an understanding of your expectations. We will work together to establish goals and deadlines that meet your needs.
  - We will communicate with you and keep you informed about the status of your work. Your telephone calls will be returned promptly. We will send to you copies of significant correspondence and other documents.

### **Solicitors**

3. The supervising Director for your matter is listed In the Letter, as is the person who will actually be undertaking the work. However, they will possibly utilise other solicitors and legal assistants in the office in the best exercise of their professional judgement.

### **Professional Fees**

Our fees are based on the time taken to complete the work and any other relevant factors specified by the New Zealand Law Society. Our firm's hourly rates for solicitors and other members of the professional staff are based on years of experience, specialisation, and level of professional attainment. Hourly rates are subject to review at which time you will receive notice of the reviewed rates. Details of our current hourly rates are available on request.

4. The time spent by us on your behalf for which you will be charged will include:
  - Personal and telephone attendances on you.
  - Correspondence with you.
  - Considering the law and facts of your matter.
  - Reading and considering incoming letters, papers and documents.
  - Preparing papers.
  - Correspondence with solicitors and third parties.
  - Instructing inquiry agents and experts.
  - Attendances on your behalf.
  - Time spent on travelling.
5. Apart from time, other factors that 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; the fee customarily charged in the market and locality for similar services; the results achieved and our experience and reputation.

### **Legal Aid**

6. We are not registered to undertake Legal Aid work
7. If we believe you may be eligible, we will give you the option of instructing another firm.

### **Retainer**

8. Before commencing work on your behalf, we may require a retainer as set out in the Letter [if any]. The retainer will be deposited in our trust account and used on account of fees and disbursements. Any unused portion of the retainer will be returned to you upon completion or termination of our services. Please provide this retainer to our office at your earliest convenience. Further retainers may be necessary as the matter progresses and the earlier retainer has been used.

### **Our Estimate of Costs**

9. Our estimate of costs for this work [if an estimate is possible for this work] is disclosed in the Letter.
10. Please note any estimate is given in good faith based upon the information we have received to date, and our previous experience in such matters. If we find an estimate is likely to be exceeded, we will advise you with due expedition, and explain why, so that we can obtain your further instructions at that time.

### **Accounts**

11. Our accounts are due for payment 14 days after the date of the account unless prior arrangements are made with us in writing. If more than one client is named on this agreement, or if we do work for more than one client jointly, their liabilities to us are joint and several.
12. 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.
13. Interim fees will be rendered monthly and a final account forwarded promptly on completion of the instructions.
14. If any account is not paid within 30 days, interest will be charged on the outstanding balance at the rate of 18 per cent per annum from the date upon which payment was due, and you will be responsible for any reasonable debt collection costs that we incur in recovering outstanding amounts due to us.
15. If your accounts remain outstanding after 60 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**

16. Disbursements include expenses such as court filing fees, Barristers fees, LIM fees, service fees, searches and title registration fees. You are responsible for reimbursing our firm for disbursements. Disbursements may be included with our accounts or may be billed separately. Firm policy requires us to obtain from you funds in advance for significant disbursements.

### **Office Expenses**

We will invoice you for the costs of our office services provided by us in acting for you. Office expenses include couriers, postage, photocopying, tolls and fax charges.

### **Settlement Monies**

18. For property and financing transactions where payment of monies is due by you, we require cleared funds for the correct amount to be deposited with us no later than the day before settlement.

### **Funds Trust Account**

19. Argyle Welsh Finnigan Limited operates a trust account. All money received by you or on your behalf will be held to your credit in the trust account. Payments out of the trust account will be made to you or others with your authority. Written authorisation from you may be required where payment is to be made to a third party.

A full record of the Argyle Welsh Finnigan Limited 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 at any time upon your request.

Where appropriate, funds will be placed on call deposit with a trading bank registered under section 69 of the Reserve Bank Act 2021. Funds may also be placed on term deposit. Your written authority will be required for a term investment.

Interest earned from call deposits or term deposits, less withholding tax and an interest collection commission payable to Argyle Welsh Finnigan Limited will be credited to your account.

In accordance with the Lawyers and Conveyancing Act 2008, monies held in our trust account but which are not placed on call or term deposit will not earn you interest.

If requesting a payment from our trust account to be made by direct credit to your account, one of the following authorities will be required:

- Original or faxed bank deposit slip
- Signed hand written bank deposit slip
- Signed letter

- Copy of cheque or bank statement
  - Letter from your bank
- Because of audit requirements text messages and emails are insufficient authorities for this purpose

**Termination of Legal Services**

20. At all times you have the right to terminate our services upon giving us reasonable written notice to that effect.
21. We may terminate the retainer if there is good cause, such as you not providing us with instructions in a sufficiently timely manner or in your inability or failure to pay our fee on an agreed basis, or, except in litigation matters your adopting against our advice a course of action which we believe is highly imprudent. If we terminate the retainer we will give you reasonable notice so that you can arrange alternative representation and we shall give you reasonable assistance to find another lawyer.
22. If our retainer is terminated you must pay us all fees due up to the date of termination and all expenses incurred up to that date.

**Privacy of Information**

23. Over the course of your involvement with us, we may collect and hold personal information concerning you. Failure to provide us with information may preclude us from providing services to you or limit the quality of the services provided.
24. Information concerning you will be used by us to provide legal services, to obtain credit or other references, to undertake credit management and to inform you of issues and developments that may be of interest to you. You authorise us to obtain from any person, or release to any person, any information necessary for those purposes and you authorise any person to release information to us that we require for those purposes.
- Subject to the above we will treat all information we hold about you as private and confidential and will not disclose any information we hold on your behalf or about you unless we are required to do so by law or when requested by you or with your consent.
25. Information concerning you will be held at our office. Under the Privacy Act 2020 you have the right of access to, and correction of, your personal information held by us.
26. The Financial Transactions Reporting Act 1996 requires us to collect from you and retain information required to verify your identity.

**Communications**

27. If you have a preferred method of our firm communicating with you, please let us know.
28. We do not accept any liability for loss arising from non-receipt of any communication, including computer email communications.

**Limitation of Liability**

29. Our liability for any one claim shall not in any circumstances exceed \$5,000,000 [five million dollars] including all costs.
30. Any person employed by Argyle Welsh Finnigan Limited with the title Associate Director does not have any director's obligations and/or liability in respect of Argyle Welsh Finnigan Limited. For the avoidance of doubt, the directors of Argyle Welsh Finnigan Limited are Alister Argyle, Paul Gooby, Jane Argyle-Reed and Emma Taylor as recorded on the Companies Register.

**Files and Documents**

31. We will keep an electronic copy of your file on our system and destroy the hardcopy on completion of your matter. We will charge an electronic file storage retention fee per matter. You are welcome to uplift your file provided that all fees and costs have been paid. You must inform us before the completion of your matter that you wish to uplift the hardcopy file.
- You authorise us to hold all your information electronically. Your information (about you and about your matter) is stored in on servers owned by Plan B Limited whose address is 7 Sir Gil Simpson Drive Christchurch 8053 and further backed up on servers owned by Equinix SY5 Sydney Data Centre located at 200 Bourke Road,

Alexandria NSW, Australia and you directly authorise that company to store your personal and matter information.

**The Lawyers' Fidelity Fund [the Fund]**

32. The Fund exists to provide compensation of up to \$100,000.00 per claimant for clients who suffer a pecuniary loss in certain circumstances. These circumstances are the theft by a lawyer of money or other valuable property entrusted to that lawyer while they are providing legal services to the public or while they are acting as a solicitor-trustee.
33. It should be noted though that the Fund will not pay compensation in respect of moneys instructed to be invested unless they are funds invested in a bank in New Zealand, or in some private loans such as family loans.
34. If funds of yours have been paid to us with instructions to invest it on your behalf, you will not be able to claim compensation from the Fund.
35. This is only a short summary of the major provisions in the Lawyers and Conveyancers Act 2008 relating to the Fund. If you would like further information please ask us.
- Professional Indemnity Insurance**
36. We hold current Professional Indemnity Insurance which exceeds the minimum standards from time to time specified by the New Zealand Law Society.
- If you have a Complaint**
37. We will provide you with a competent, timely service following your instructions, but if you have any complaint at all about our service please raise it with the Director responsible for your matter, or, if you prefer, any other Director in our firm.
38. If it cannot be resolved immediately to your satisfaction we shall appoint a Director who has not been involved in your matter to deal with it promptly and fairly.
39. If you are not satisfied with the outcome, you have the right to take the matter up with the New Zealand Law Society which runs a complaints service. If we have been unable to resolve a complaint or concern you may contact:  
The Lawyers Complaints Service  
Phone: 0800 261 801  
Website: [www.lawsociety.org.nz/for-the-community/lawyers-complaints-service/concerns-form](http://www.lawsociety.org.nz/for-the-community/lawyers-complaints-service/concerns-form)  
Email: [Complaints@lawsociety.org.nz](mailto:Complaints@lawsociety.org.nz)
- Agreement**
40. Would you kindly sign and return the signature section below to acknowledge receipt of this Client Care Terms and to confirm your agreement to the terms contained herein.
41. Please contact us if you have any questions or concerns relating to any matters outlined in this letter. We value our relationship with you and encourage you to talk to us with any queries you may have.
42. We look forward to working with you and shall use our best efforts on your behalf.

**ARGYLE WELSH FINNIGAN LIMITED**

*I acknowledge receipt of the above Client Care Terms and agree to the terms of engagement herein.*

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**Date**

**Please sign and return this acknowledgement to us in the enclosed stamped, addressed envelope or by delivering it to Westburn Courts, 201-203 West Street Ashburton**