

Terms of Engagement

We are in business to help our clients succeed by providing expert legal services. These terms apply to all services provided by White Fox & Jones

1 Scope of Engagement

At the beginning of an engagement we will provide to you, in writing our understanding of the legal services you are requesting us to provide.

The member of the firm sending the terms of engagement will have overall responsibility for the legal services provided.

These terms apply to our relationship with you.

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

2 Privacy and Confidentiality

In the course of providing legal services we will collect and hold personal information about you and/or your business. The information we collect will be kept on our computer system within a secure NZ based cloud storage facility or in files that are stored on our premises or in secure storage. We will maintain lawyer/client confidentiality at all times but reserve the right to disclose your name and address to a credit agency to perform a credit reference or for other credit management processes. There may be instances where anti-money laundering law requires us to report to authorities, without advising you. We will only do this where we are required by law and where client-lawyer privilege is lost or does not apply. You have the right to access and if necessary correct any information we hold about you. If you require access, please contact our Manager.

3 Electronic Communications

We may communicate with you and others at times by electronic means. As you are aware electronic communications can be subject to delays, non-delivery, or being read, copied or interfered with in transit or contain viruses or other defects (together referred to as "the defects"). We will not be responsible for any of the risks associated with electronic communication including risks arising from the defects.

4 Fees

We will charge a fee that is fair and reasonable in light of the factors specified from time to time by the New Zealand Law Society including:

-)] Time incurred on your behalf.
-)] Skill, specialized knowledge and responsibility required to perform the service.
-)] The outcome achieved.
-)] Urgency in which the matter is undertaken and any time constraints involved.

)] The degree of risk assumed by us including the amount or value of the transaction involved.

)] The fee customarily charged in the market for similar work.

)] The complexity of the matter and its importance to you.

We will provide an estimate of our fees if requested by you, and promptly advise if it becomes apparent the estimate is likely to be exceeded.

If we are holding funds on your behalf we may lodge those funds on interest bearing deposit with the BNZ, but we must have signed, completed FATCA and CRT forms in our possession first. We will charge commission of 5% of the gross interest derived. It is beneficial for us to have your IRD No. on our records as otherwise the bank has to deduct resident withholding tax at the non-declaration rate of 33%.

5 Payment Terms

We will charge you for payments we make on your behalf to third parties (e.g. Court Filing Fees, LIM costs). We may ask for payment in advance for these costs. We may issue interim accounts. Our final account will be sent to you at the completion of your matter. For some matters, we may require payment in advance. Our invoices are payable on the 20th of the month following the invoice date. If we hold funds on your behalf you authorise us to deduct our fees from those funds (unless they have been provided for a particular purpose) and send you an invoice as required by the Lawyers and Conveyancers Act (Trust Account) Regulations 2008).

6 Overdue Accounts

If an account is not paid on the due date, we reserve the right to charge interest (at the rate of 15% pa), to suspend the engagement until the account is brought up to date, or to terminate the engagement.

We also reserve the right to take our fee by deduction from any funds we are holding in our trust account for you in respect of the overdue matter or any other matter. You are liable for any other costs, including solicitor/client costs, we may incur in collecting an overdue amount. Although you may expect to be reimbursed by a third party for our fees and charges, and although our invoices may be at your request or with your approval directed to a third party, nevertheless you remain responsible for the payment to us

7 Personal Guarantee

If you are instructing us on behalf of or in relation to another entity, such as a company, trust or incorporated society, you personally guarantee payment of our costs and disbursements in the event that such entity defaults in payment.

8 Conflicts of Interest

If we believe we may be placed in a conflict of interest situation we may terminate the engagement and refer you to another lawyer.

9 Files and Documents

We will store Deeds, Wills, and Agreements etc for you. Some documents may be stored electronically on our computer system within a secure NZ based cloud storage facility as well as in hard copy.

You own (although we own copyright) all documents we have created for you in the course of the engagement (e.g. letters, agreements, deeds etc). We own documents we have created for our own use in performing the engagement (e.g. File notes, drafts, research). Paper files and documents may be stored for seven years (or in the case of conveyancing files – 10 years) after which they will be destroyed. We have your authority to destroy files and documents at an earlier time if we have converted those files and documents to an electronic format.

You are welcome to uplift your file provided all fees and expenses have been paid. Please give us reasonable written notice if you wish to uplift your file. We reserve the right to exercise a general lien over any files and documents we hold on your behalf while you owe us money.

10 Professional Indemnity Insurance

We hold current Professional Indemnity Insurance that exceeds the minimum standards specified by the New Zealand Law Society.

11 Lawyers' Fidelity Fund

The Law Society maintains the Lawyers Fidelity Fund for the purpose of providing clients of lawyers with protection against loss arising from theft by lawyers. A maximum amount 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 the client.

12 Anti-Money Laundering (AML)

We are required by law to collect certain client due diligence (CDD) information about you and hold it in our records. In some cases we may also need to verify the legitimacy of funds to be applied to a transaction. If you are unable to satisfy our CDD requirements, we are required by law to cease acting and may also (in some situations) need to report to AML authorities. We reserve the right to charge you for our work to date if we must disengage in this situation.

13 Complaints

If for any reason you are not satisfied with the service you receive from our firm please raise this with the lawyer you are working with. If you are not satisfied with their response please contact our Manager or any of our Partners. If your complaint cannot be resolved you have the right to refer the matter to the Law Society, which operates a complaints service. The telephone number for the Law Society complaints service is 0800 261 801.

14 Termination of Engagement

You are entitled to terminate your instructions to us upon giving reasonable notice. Our fees for work done and costs incurred on your behalf must be paid prior to uplifting your file. We may retain copies of your documents.

Client Care and Service Information

-) *Whatever legal services we provide 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.*

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 visit www.lawsociety.org.nz or call 0800 261801