

## CLIENT INFORMATION

We are required to provide all clients with this Client Care information as part of the Rules of Conduct and Client Care for Lawyers of the New Zealand Law Society. If you have any questions, please do not hesitate to contact us.

### 1 Professional Indemnity Insurance:

Nolans holds professional indemnity insurance that meets or exceeds the minimum standards specified by the Law Society.

### 2 Lawyers' Fidelity Fund:

The Law Society maintains the Lawyers' Fidelity Fund for the purpose 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. 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.

### 3 Fees and Payment:

- a) Either before or after the commencement of the Services, or on any change in the Services we may, at our discretion, or will, if so required by you, provide an estimate and/or agree with you the total fees for the Services.
- b) 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 your and our interests. Such fees will be paid by you.
- c) You acknowledge that in determining what constitutes fair and reasonable fees having regard to the interests of both you and us, a number of factors will be taken into account including not only the amount of time devoted by our partners and staff to the Services, but any urgency involved, the amount or value of the money or property involved, the degree of complexity and resulting skill required, the results achieved, any estimate provided to you and any other criteria that are relevant.
- d) You will also pay all out of pocket expenses reasonably incurred by us in performing the Services and some of these may include reasonable Administration Service Charges for providing access to, and implementation and certification of those Services.
- e) 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. You authorise 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 your credit within **NOLANS** Trust Account.
- f) Regardless of the nature or type of Services being provided to you, we reserve the right to render interim accounts, in respect of which the provisions of paragraph 3(g) shall apply.
- g) Fees and expenses may be billed monthly unless otherwise agreed, and will be payable by the 20<sup>th</sup> of the month following the billing date.
- h) In default of payment when required, you undertake to pay late payment fees of 16% per annum on any amount outstanding and to indemnify us and pay all costs and expenses if legal action is necessary to recover from you any overdue amount. We may at our discretion require funds to be paid on account before we incur out of pocket expenses.
- i) Failure to pay fees on time may, at our discretion, lead to suspension of the Services (including our 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 by you, notwithstanding the suspension or termination. (This is a restatement of paragraph 6 of our Master Terms of Trade).

#### 4 **Complaints:**

Nolans maintains 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 about Nolans' services or charges, you may refer your complaint to the person at Nolans 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 me.

I may be contacted as follows:

- by letter at **Nolans, PO Box 1141, Gisborne, 4010**
- by email at **ErnieW@nolans.co.nz**
- by telephoning me at **06 8671209**

The Law Society operates the Lawyers Complaints Service and you are able to make a complaint to that service. To do so, phone **0800 261 801** and you will be connected to the nearest Complaints Service Office, which can provide information and advice about making a complaint.

The above information and Nolans' Master Terms of Business are also available on our website [www.nolans.co.nz](http://www.nolans.co.nz) which will be updated from time to time as required to ensure its currency. You should always refer to our website to ensure that you have access to the most recent client information and Master Terms of Business.

01/09/2015