

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 **Anti-Money Laundering / Customer Due Diligence:**

To comply with anti-money laundering (AML) laws and regulations we may require you to provide identifying documents and information about yourself and individuals and/or entities associated with you (such as directors, shareholders and beneficial owners), and to keep those documents and information up to date. Where relevant we may seek information from third party data suppliers.

We may be required by law or regulation to report to a governmental or regulatory authority any suspicious or unusual transactions.

If we are not able to obtain the required information from you, or if your activity is considered suspicious or unusual, we may refuse to enter into or terminate an engagement with you, be unable to carry out your instructions, and may make a report to the relevant governmental or regulatory authorities without notifying you.

We may also be required to assist any bank or other entity which we transact with as your agent, or with whom we deposit money on trust for you, to comply with that entity's legal obligations in any jurisdiction.

4 **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) **Office Expenses** - Where appropriate we may charge separate office expense fees. This is to cover the costs for printing, photocopying, file processing, Anti-Money Laundering risk

assessment and client due diligence and communication charges. Our Invoice will show these other costs under their respective headings so that you know which is which.

- 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 20th 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).
- j) Payment of fees shall be by way of deduction from funds held on your behalf or by online banking directly to Nolans Trust Account 03-0638-0263061-02. For Anti-Money Laundering reasons Nolans will not accept cash payment for more than \$750.00 in total.

5 **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 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.