

GENERAL TERMS OF ENGAGEMENT

At Davenports West we are committed to providing excellent legal services. This document sets out the terms and conditions which govern our relationship and provides you with an understanding of how we work.

If you have any questions about these terms, please contact us before we commence working for you. It is important that you have read and understood these terms of engagement.

How We Work

To ensure that you are provided with the best possible service, we allocate teams to concentrate on specific areas of law. We have a property and conveyancing team, a commercial and business team and an asset planning and trusts team.

The Directors of the firm are responsible for the supervision of each team and the management of the relationship with each client. The partners will delegate work to the most appropriate team and author having regard to the level of expertise and technical specialisation required.

Verification of Identity

The Financial Transactions Reporting Act 1996 and the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 require us to collect from you and to retain information required to verify your identity. We and/or our agents may therefore ask you to show us documents verifying your identity (such as a passport or driver's licence) and you give your express consent for their use for identity verification purposes. We and/or our agents are required by law to retain copies of these documents. We may perform such other customer verification checks as to your identity and checks as to the source of any funds associated with any transaction to which the Services relate as we consider to be required by law.

Your Instructions

Our ability to provide you with the best possible legal service is enhanced by receiving clear instructions, any important time limits that we need to be aware of, your expectations about what you want to achieve and full details of where we can contact you at any point of the day.

You must ensure that we are aware of your most recent instructions. Often work on your matter will proceed including attendances that you may not be aware of at the time. If you wish us to stop work at any time, you need to let us know immediately.

How We Charge

Our fees are charged in accordance with the guidelines laid down by the Rules of Professional Conduct of the New Zealand Law Society. We take into account; the time spent, the skill, knowledge and responsibility required, the value of the property involved, the complexity, novelty, importance and urgency of the matter, the reasonable cost of running a law practice, the result, the importance of the matter to you and the number and importance of the documents prepared or perused. To assist us in determining the appropriate charge for work done for you, each author has an hourly charge-out rate and keeps a record of all the time spent working for you.

Additional Charges

Usually we will also charge you for other ancillary services provided, such as photocopying, telephone calls and postage charges. We capture those additional costs as part of a communication charge, which is 4% of our fee exclusive of GST. We are often required to pay disbursements on your behalf such as, courier fees, anti-money laundering report fees, filing and registration fees and other types of agency fees. Those charges will be specifically itemised on your invoice.

Estimate of Fees

Where possible we will give you an estimate of the fees you are likely to incur with us. Any estimate given will be on a GST exclusive basis. However, if the work proves to be more complicated than originally anticipated, we will charge for all the additional work done. If this occurs we will advise you of the reasons and obtain your further instructions.

Sometimes, we may ask for a substantial deposit before work can commence. This will be held in an interest-bearing account and applied to our final invoice on your matter. In the meantime, we expect that our monthly invoices will be met in full as per the terms and conditions set out below.

Our Billing Policy

It is our normal policy to bill you on a monthly basis. This assists by spreading payments over time and also enables you to keep track of how much the work is costing. Generally property and similar transactional matters may be billed at the time of settlement or on completion of the work. If you require any clarification in relation to the invoice you receive from us, please let us know immediately.

Payment of Our Invoices

Our accounts are due within seven days of the issue of our invoice. If we are holding money for you (for example from the sale of your house) we may deduct the account from that money and will provide you with a full statement.

You can pay any invoice by cash, cheque (payable to "Davenports West Trust Account"), Eftpos, credit card (Visa, MasterCard) or by bank transfer to Davenports West Trust Account at ASB Bank, Central Auckland Commercial Banking, Account Number 12 3109 0077654 02.

In the event that our accounts remain unpaid 30 days after the date of receipt of the invoice, interest will be payable on that account and shall be calculated at a rate of 10%. If you anticipate any difficulty in paying our accounts for whatever reason you must immediately contact us upon receipt of our invoice to discuss the matter.

In the event that payment of our accounts are not made on time, we reserve the right to immediately stop working on your matter. We also have the right to retain possession of your file and any documents belonging to you until we are paid. If you default in your payment obligations to Davenports West, information about that default may be given to Baycorp Advantage and Baycorp Advantage may give information about your default to other Baycorp Advantage customers. If we are required to initiate debt recovery proceedings we will also seek the interest charge set out above together with the cost of recovery.

Termination

You may terminate our representation at any time by notifying us in writing. If such termination occurs, papers and property which you have provided us will be returned promptly upon receipt of payment of outstanding fees and costs. Outline files pertaining to the transaction will be retained.

We are subject to the Lawyers & Conveyancers (Lawyers: Conduct and Client Care) Rules 2008 which lists several types of conduct or circumstances that require or allow us to withdraw from representing a client, including for example: non-payment of fees and costs, misrepresentation or failure to disclose material facts, action contrary to our advice and conflict of interest with another client. We try to identify in advance and discuss with you a situation which may lead to a withdrawal and if withdrawal ever becomes necessary we would give written notice of that occurring.

Commissions

If we place funds on an interest-bearing deposit in our trust account on your behalf, we may charge a reasonable commission out of the interest for arranging and administering the deposit.

Storing Records

Generally we are required to store your paper file for 7 years after the date of our final invoice. After that time we may destroy it, except for any documents we agreed to hold for you in safe custody. However we do not destroy property relationship files or documents such as wills, trust deeds and powers of attorney.

General

If you have any questions about these terms of engagement please let us know. We look forward to working with you and providing you with a service that is, in all respects, excellent.