

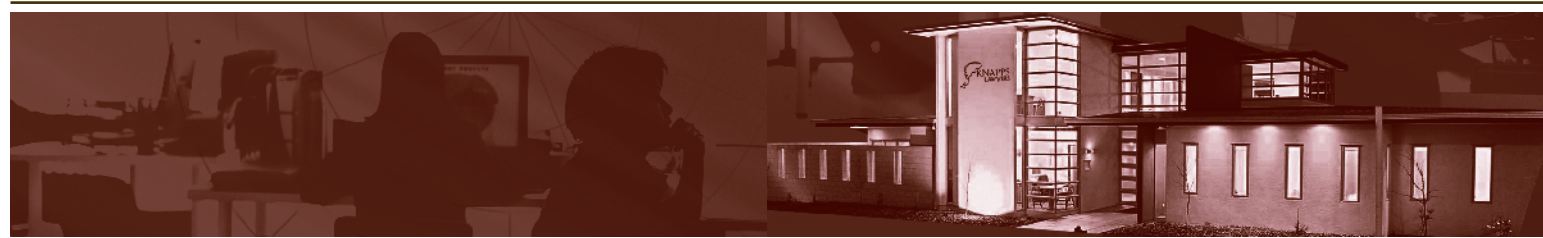
Our Service Promise To You

We Will

- Protect and promote your interests and act for you, free from compromising influence or loyalties.
- Discuss with you your objectives and how they can best be achieved.
- Act competently, in a timely way, and in accordance with instructions received and arrangements made.
- Provide you with information about the work to be done, who will do it and the way the services will be provided.
- Protect your privacy and ensure appropriate confidentiality.
- Treat you fairly, respectfully and without discrimination.
- Give you clear information and advice.
- Keep you informed about the work being done and advise you when it is completed.
- Charge you a fee that is fair and reasonable and let you know how and when you will be billed.
- Advise you how to make a complaint and deal with any such complaint promptly and fairly.
- Our duty of care is to you and to no other person.

The obligations lawyers owe to clients are described in the Rules of Conduct & Client Care for Lawyers. These obligations are subject to other overriding duties, including duties to the courts and the justice system. For further information, you can ring the NZLS on 0800 261 801 or www.lawsociety.org.nz

Our Client Care Rules



Knapps Lawyers, PO Box 3300, Richmond, Nelson 7020
P: 03 544 7888 W: www.knapps.co.nz



Confidentiality

We will hold in strict confidence all information that we acquire through our work for you and which concerns your business or personal information. The only exceptions are where you authorise us to disclose such information or where we must do so by law.

Our Fees

Our fees will be charged on the basis that they will be fair and reasonable, having regard to the circumstances of the matter and the nature of our work for you. While the time and resources involved will be important factors, we will also consider the results achieved and the urgency, level of skill, complexity, responsibility and specialist knowledge involved.

Generally our fees are based on the time taken to complete the work and calculated on an hourly basis with differences in those rates reflecting the experience and specialisation of our legal staff. The time spent by us on your behalf for which you will be charged could include some or all of the following:

- Telephone and face to face conversations.
- Correspondence with you including letters and emails.
- Researching the appropriate laws and facts relating to your matter.
- Reading and analysing incoming letters, papers and documents.
- Correspondence and meeting with solicitors and third parties on your behalf.
- Instructing inquiry agents and experts.
- Time spent on travelling and visiting sites (if appropriate).

Whenever possible we will try to give you an accurate estimate of the work you wish us to carry out based on your instructions and facts known at the time. The original estimate could vary beyond our control if circumstances change – if the change is significant, we will advise you and ask for your instructions to proceed further.

Disbursements and Office Expenses

Disbursements include expenses such as court filing fees, barristers' fees, travel expenses, couriers, local Council fees, Land Information NZ fees and the fees of agents who serve documents and who conduct investigations, searches and registration. Depending on the amount, we may ask you to pay in advance for significant disbursements – otherwise they will be itemised on your account for payment with our fee.

Our invoices also include an office service charge to cover the cost of photocopying, file set up, telephone, fax, postal and form expenses. This charge can vary depending on the complexity of the file.

Invoices

Our invoices are due for payment 14 days after the date of the invoice unless prior arrangements are made with us in writing. If an invoice is not paid within 30 days, we may charge interest calculated at the rate of 3% per annum above our bank's usual lending rate, compounding monthly.

We will expect you to pay for any reasonable debt collection costs that we incur in recovering outstanding amounts due to us. If your invoice remains outstanding after 60 days, no further work will be undertaken by us until your account is paid.

Our invoices include GST applicable to our supply of services to you. Invoices will normally be sent to you at the completion of your matter unless the matter is ongoing and very complicated in which case we will send you monthly or two monthly interim invoices.

Any fee, expense or disbursement for which we have provided an invoice, and which remains unpaid, may be deducted from any funds held in our Trust Account on your behalf (unless you have given us different instructions).

There may be times where you have instructed us to send an invoice to a third party for payment, however, you remain responsible for the debt should that third party fail to pay.

Trust Account

If we are holding significant funds on your behalf, at your request, we will place those funds on a interest bearing account with the National Bank of New Zealand. We charge an administration fee of 5% of the gross interest earned for this service.

Storage of Files

By law we are required to keep your files which have finished for 7 years. After that time we may destroy those files without contacting you. This does not include your valuable or important documents which we hold on behalf of you in our secure storage room – we will hold these indefinitely. There is no charge for this service.

Termination of Legal Services

You have the right to terminate our services at any time on any matter or matters. Provided that you have paid all of our invoices on all matters, we will (on request) provide to you all the documents and files we hold on your behalf. We may, on reasonable notice to you, end our engagement at any time should the client/lawyer relationship break down for any reason.

Complaints

We have a procedure for complaints to ensure any problem is dealt with promptly and fairly. If you feel comfortable, please direct your complaint to the person in our firm who you have been dealing with. If you don't feel comfortable approaching this person, please contact the following people by telephone on 544 7888 or emailing:

Gary Stocker (Managing Partner) gary@knapps.co.nz

Tracey Buxton (Office Manager) tracey@knapps.co.nz

Sharyn Woolf (Accounts Manager) sharyn@knapps.co.nz

The NZ Law Society also operates a Lawyers Complaints Service and you can receive assistance or make a complaint by ringing 0800 261 801.

Professional Indemnity Insurance

We hold professional indemnity insurance that exceeds the minimum standards specified by the Law Society. We can provide you with particulars of the minimum standards upon request.

Lawyers Fidelity Fund

The NZ Law Society maintains the Lawyers Fidelity Fund for the purposes of providing clients of lawyers with protection against losses arising from theft by lawyers. The most the Fidelity Fund can compensate you is \$100,000. The Fidelity Fund will not usually cover loss relating to money a lawyer is instructed to invest on behalf of a client.

General

These Client Care Rules apply to any current instructions for our services and to any future instructions. If we do not hear otherwise, we will assume that you agree with all of the above terms and we will proceed accordingly. Please contact us immediately if you do not wish us to proceed with your instructions.

We reserve the right to amend or change our Client Care Rules and if so we will send you a copy.

We hope that this information will be of help to you in understanding how our firm works and to avoid miscommunication in areas that clients are often reluctant to ask or we have not brought to your attention in the past. We continue to be committed to looking after you in the best way possible.