

Date

Address

Dear

### LETTER OF ENGAGEMENT

**RE:** SALE OF

Thank you for your instructions to act for you on this matter. It is important for us both to be aware of the terms and conditions under which you engage me to undertake legal services for you. We accordingly detail those terms and conditions of engagement in the form of a client care charter as follows:

#### **Client Care Charter – our commitment to you**

We are committed to doing our best to ensure that your legal needs are met in this matter. We will:

1. Protect and promote your interests and act for you free from compromising influences or loyalties.
2. Discuss with you your objectives and how they should best be achieved.
3. Act competently, in a timely way, and in accordance with instructions received and arrangements made.
4. Provide you with information about the work to be done, who will do it and the way the services will be provided.
5. Protect your privacy and ensure appropriate confidentiality.
6. Treat you fairly, respectfully and without discrimination.
7. Give you clear information and advice.
8. Keep you informed about the work being done and advise you when it is completed.
9. Charge you a fee that is fair and reasonable and let you know how and when you will be billed.
10. Let you know how to make a complaint and deal with any complaint promptly and fairly.

The obligations all lawyers owe to clients are now described in the Rules of Conduct and Client Care for Lawyers which are set by the Act. Those obligations are subject to other overriding duties, including duties to the courts and the justice system. If you have any questions, please contact us on 04 595 1269 or [vicki@nathanfamilylaw.nz](mailto:vicki@nathanfamilylaw.nz) or the Law Society on 0800 261 801 or [lawsociety.org.nz](http://lawsociety.org.nz).

#### **Scope of our service re conveyancing**

Clients need to be aware that unless specifically asked in writing to do so, advice is not given (nor intended to be given) in relation to the quality of any investment or other property being acquired as any such advice would usually be outside of the scope of our service.

### **The basis of our charges**

We have given you an estimated fee as set out below. This is based on the conveyancing transaction involved being carried out for you in a straightforward manner with no unforeseen difficulties. Should the need arise for negotiations or legal interpretations on matters such as extensions of time, problems with the title to the property, delays in settlement, etc then an additional fee will be charged.

Unless agreed otherwise our fees are based on the range of factors applied by the NZ Law Society, including time, expertise, importance, urgency and results achieved. The current hourly rate of Vicki Nathan is \$350 (plus GST). These rates may change from time to time, and a full list of the rates of any lawyers working for you is available at any time. We charge for disbursements where they have been incurred on your behalf. These include court fees, LINZ charges, travel expenses and duties/levies etc. An office service fee may also be charged to cover office incidental costs such as photocopying, cell phone charges and travel expenses where incurred on your behalf. These will be itemised separately, and we will notify you if any fees or office expenses need to be paid for in advance.

We are happy to discuss other fee arrangements that you may prefer, such as fixed fees, conditional fees and retainers.

### **Billing arrangements**

To help you budget we can issue interim accounts, on longer running matters, usually monthly, while work is in progress, with a final bill on completion. Current payment terms are set out on invoices from time to time, and unless otherwise stated are due for payment within 14 days. We may deduct from funds held on your behalf any fees, disbursements or expenses for which we have provided an invoice.

Payments shall be paid direct to our account:

- The Bank of New Zealand Limited - Account No 020528-0228812-001

### **Estimate – Sale transaction**

We anticipate that this matter should be concluded by about **DATE** and estimate our charges and expenses in the region of \$700.00 (plus GST, registration costs and office service fee). We will inform you if there are any material and unexpected delays, or if it becomes apparent that our estimate is likely to be exceeded.

### **Professional indemnity insurance**

We do not hold professional indemnity insurance.

### **Fidelity Fund**

Your contract of engagement is with Vicki Nathan of Nathan Family Law who is a member of the New Zealand Law Society and as such you have a right to access the Lawyers Fidelity Fund should you require to. 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.

### **Complaints**

If you have any concerns or complaints please raise them with me.

You can also contact the NZ Law Society's Lawyers' Complaints Service, at 26 Waring Taylor Street, PO Box 5041, Wellington 6145, Tel (04) 472 7837 or (0800) 261 801, Fax (04) 473 7909.

### **Completion**

When this matter is completed, we will advise you accordingly and provide a brief summary of the work undertaken if we have not already done so. Where appropriate we will also identify any necessary future action that may be required.

### **Conclusion**

We value your instructions in this matter and look forward to their successful completion. We also look forward to an ongoing client relationship with you, so please retain this letter as the core basis of our relationship and our commitment to you to attend to your affairs diligently, with an efficient, effective and professional service.

If the information in this letter and the accompanying material is acceptable, please sign this letter below and return it to us. If you orally advise your acceptance or instruct me to proceed, you will in any event be bound by these terms.

I look forward to working with you on this matter.

Yours faithfully

Per:

**VICKI ANNE NATHAN**

**Principal**

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TO: NATHAN FAMILY LAW

The above terms are accepted and you are requested to act in this matter.

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Signature Date

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Signature Date