

# BUTELAW

(John Rust & Associates)

**LAWYERS**

25A Bute Road Browns Bay

PO Box 35 563, Browns Bay DX BP 62017 Browns Bay

Telephone: (09) 476 4280 Fax: (09) 476 4286

## Our Services

### Terms of Business

#### Fees criteria

We will charge our fee using the Rules established by the New Zealand Law Society. These are:

- the skill, specialised knowledge and responsibility required to perform the work properly.
- the complexity of the work and the difficulty or novelty of the questions involved.
- our experience, reputation and ability.
- the urgency and circumstances in which the matter is undertaken and any time limitations imposed, including those imposed by you.
- the importance of the matter to you and the results achieved.
- the degree of risk assumed by us in undertaking the work including the amount or value of any property involved.
- the fee customarily charged in the market and locality for similar legal services.
- the possibility that the acceptance of the particular retainer will preclude engagement of us by other clients.
- our reasonable costs of running a practice.
- our time and labour expended.

You should note that time spent on your work is only one of the factors we consider in assessing the fee for your work.

There may be occasions when it will be appropriate for us to charge for more than one solicitor who will be doing your work at the same time or consulting with each other in relation to the work.

Where we act for a client purchasing a property or business we will require our tax invoice, which will list our fee, GST and disbursements, to be paid on or before the day of settlement.

#### Increase in charge-out rates

Our charge-out rates will increase from time to time. If this happens whilst we are carrying out work covered by this Agreement, we will notify you of our increased charge-out rates.

#### Expenses

"Expenses" are payments made on your behalf to third parties. These include our charge for office services we supply, such as photocopying, tolls, faxes and communication expenses. We will charge for these office services at 3% plus GST of the fee for the work although this may increase if insufficient to cover our actual expenses.

#### Goods and Services Tax

Our fees exclude GST which will need to be added to the estimates given by us.

#### Billing Arrangements

We will send you a bill for our fees and expenses -

- either monthly while the work is in progress, and/or
- when the work is completed.

Our bills are payable by you upon receipt of the invoice.

#### Payment of costs from Trust Money

Where we act for you and have funds in our trust account, you authorise us to pay our accounts by deduction from those funds. Where you are entitled to receive any money as a result of any work carried out on your behalf you agree that this is to be paid into our trust account. You authorise us to direct that any such money is to be paid to

#### **Dissatisfaction with our account**

If you are dissatisfied with our account you should follow the complaints procedure in our Client Information Sheet.

#### **Who may give us instructions**

Unless you notify us otherwise in writing:

- where there are more than one of you, we may take instructions from any one of you.
- if you are a company, society or charitable organisation, we may take instructions from any person who acts

as though he/she has authority to give us instructions.

#### **Retention and destruction of documents**

We are entitled to retain your papers and documents while there is money owing to us for our fees and expenses. You agree to grant as a security interest over our file, all documents and/or chattels held on your behalf and all funds held in our trust account on your behalf until you have paid all money owing under this agreement. You authorise us to destroy your file and records after 7 years unless we receive a written request from you to forward them to you.

#### **Termination**

You may terminate this agreement in writing at any time. If you do so you will pay our fees and expenses incurred up to the time of termination.

We may terminate our agreement if:

- you do not pay our accounts on the due date;
- you do not provide us with adequate instructions within a reasonable time of us requesting them, or
- you do not accept an offer of settlement which we think is reasonable;
- you do not accept advice we, or a barrister, give you;
- we, on reasonable grounds, believe that we may have a conflict of interest;
- or for other good cause.

We will give you at least seven (7) days' notice of our intention to terminate this agreement, and of the grounds on which the notice is based. You will be required to pay our fees for work done, and for expenses incurred, up to the date of termination.

#### **Interest and Costs**

We may charge interest on overdue bills at 18% per annum calculated monthly. You will also be liable for any costs and expenses incurred in recovering any overdue account from you.

#### **Commission on Interest on Money on Deposit**

We will, if requested by you or in the absence of any requests if we believe it is prudent, invest money in our trust account in an interest bearing account with our Bank. We will deduct withholding tax on interest earned at the default rate unless you provide us with an IRD number for you. We will deduct commission on the gross interest earned at 5% to cover our expenses in providing this service.

#### **Guarantee**

We may require guarantees for our work and this is indicated in our letter of engagement. You, as a guarantor, agree to be liable for our fees as a principal debtor. If an account is unpaid on the due date we may seek recovery of our fees together with interest and costs from you.

#### **Copyright**

When we prepare any document for you, you are free to use that document as you see fit but as our licensee, unless otherwise agreed. Gaze Burt will retain ownership of copyright in the document unless otherwise agreed. If our logo appears on a document, we require you to first consult with us because if you elect to amend in any way the content of the document, we will be associated with the changes to the document.

#### **Nomination**

If you ask us to perform legal services for another person or entity, you, together with that person or entity, will continue to be liable for our fees until the completion of the work and payment of our fees.