

Clark Boyce Lawyers

CLIENT SERVICE COMMITMENT

1. Client Care and Service

The following information is required by the Rules of Conduct and Client Care for Lawyers issued by the New Zealand Law Society ("Law Society") to be provided by lawyers to their clients. Whatever legal service we provide we must:

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

2. Fees

The fees that will be assessed and charged to you are provided in our terms of engagement letter. Our standard terms of engagement set out when fees are required to be paid by and the means by which payment may be arranged. In determining any fee, any one or more of the following factors may, but are not required to, be taken into account:

- The time and labour expended
- The skill, specialised knowledge and responsibility required to perform the services properly
- The importance of the matter to you and the results achieved
- The urgency and circumstances in which the matter is undertaken and any time limitations imposed, including those imposed by you
- The degree of risk we assume in undertaking the services including the amount or value of any property involved
- The complexity of the matter and difficulty or novelty of the questions involved
- The experience, reputation and ability of those within our firm, involved with your matter
- The possibility that the acceptance of your work will preclude employment of our lawyers by other clients
- Whether the fee is fixed or conditional
- Any quote or estimate of fees given by us
- Any fee agreement entered into
- The reasonable costs of the running of our Practice
- The fee customarily charged in the market and locality for legal services similar to yours.

3. Professional Indemnity Insurance

We currently hold professional indemnity insurance that meets or exceeds the minimum standards as specified by the Law Society.

4. Lawyers Fidelity Fund

The Law Society maintains the Lawyers Fidelity Fund for the purposes of providing clients 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 \$100,000.00.

We draw to your attention the fact that the Fund will not pay compensation in respect to money instructed to be invested on your behalf, outside our Trust Account.

Please let us know at any time if you would like further information in relation to the Fidelity Fund.

5. Partner(s) Responsible

The partner who will assume overall responsibility for the services, undertake and carry out on your behalf, will be specified in the Engagement Letter. That letter may also disclose persons who may assist and be involved in work with your file.

6. Complaints Procedure

We will provide you with a competent and timely service following receipt of instructions to act for you on a specified matter.

We do, however, maintain a procedure for handling any complaints, designed to ensure that any dissatisfaction is dealt with in timely fashion and with fairness.

If you have any complaint about either our services or our charges, then in the first instance you may refer your complaint to the person in the firm who has overall responsibility for your work. Should you not wish to refer your complaint to that person or you are not satisfied with that person's response to your complaint, you may then refer your complaint to Kelvin Glenn who is our Practice Manager. Kelvin may be contacted in writing at his email address of kelvin@clarkboyce.co.nz or by telephone (03) 379 4420.

If you still remain dissatisfied then you have the right to take the matter up with the New Zealand Law Society which maintains a Complaints Service. Their contact details are –

Email: complaints@lawsociety.org.nz

Phone: 0800 261 901

Alternatively, you may write to:

New Zealand Law Society
PO Box 5041
Lambton Quay
Wellington 6145

7. Limitation of Liability

Any limitations on the extent of our obligations to you or any limitation or exclusion of liability will be set out in our Letter of Engagement. In the absence of any particular limitation or exclusion, our liability is limited to \$500,000.00.

8. Website

These Client Service Commitment obligations and our Standard Terms of Engagement may be found on our website at www.clarkboyce.co.nz/csc.