

Speaking your language from the heart

Working With Us

The 'Rules of Conduct and Client Care for Lawyers' require us to provide you with the following information. See our 'Terms of Engagement' for full further details.

What our fees are based on

When setting our fees, we follow the rules that bind all lawyers, including the following factors:

- estimate of fees we prepared for you, or our fee agreement.
- fixed-fee part of the work (if appropriate)
- time and labour involved.
- skill, specialised knowledge, and seniority you need.
- transaction's importance, complexity, risk, and results achieved.
- urgency under which you need us to carry out the services.
- experience and ability of the person advising you.
- possibility that acting for you may prevent us acting for other clients.
- reasonable costs of running a practice
- market fee for similar services.

We will always delegate work to staff at the best level appropriate to manage the work to ensure you get the best value from our time. The name and status of that person who will have overall responsibility for the services we provide along with the supervising person will be set out in our letter of engagement.

The time spent by us on your behalf for the following may be charged:

- personal and telephone attendances
- correspondence (e.g., letters and emails)
- considering and researching the law and facts of your matter
- reading, considering, and responding to incoming letters, papers, and documents.
- preparing documents and agreements
- correspondence with solicitors and third parties relevant to your transaction
- instructing agents and experts (where necessary)
- attendances on your behalf with third parties
- time spent travelling.

We will estimate the fee for your work if you want us to

We are happy to give you an estimate of the likely costs of your transaction based on the information you give us about what you need.

We can generally estimate disbursement costs before beginning work.

Our estimates are given in good faith based on our understanding of the information provided to us. Sometimes the nature of the work changes or new information becomes known, and our estimate will need to be reviewed. In these cases, we will let you know as soon as possible and explain the reasons so we can obtain further instructions.

Use of Gen AI

There may be instances while working with you, that our firm will use Gen AI. Our team will only use a reputable AI source. We confirm that use and storage of data complies with privacy and confidentiality compliance obligations. We will seek written consent from you before we use Gen AI where information involves confidential information. The information provided by AI will be checked thoroughly. Should you wish to view our AI Policy please contact the person assisting you.

Responsibility for fees

Where more than one person is named as a client, the obligations of each person are joint and several.

Where the client is a company or trust, the directors or trustees are personally liable for payment of our fees, other than as set out below or as otherwise notified by us.

The liability for our fees of any trustee who has no beneficial interest in the Trust shall be limited to the assets actually recoverable from the Trust from time to time, unless that liability arises from a breach of trust resulting from the trustee's dishonesty, willful misconduct, or gross negligence.

If you have a complaint about us, we want to know.

If we have failed to meet your expectations, please tell us. We take clients' complaints seriously and want to do what we can to fix the situation. We are committed to resolving any issues as soon as possible. If you are unhappy, we encourage you to talk to the person you are dealing with and see whether the problem is simply miscommunication. If your problem remains unresolved or you do not wish to speak with the person you have been dealing with, then please contact a director of the firm or the Practice Manager. A confidential letter can be sent to KTLaw Limited, Lawyers, PO Box 13964, City East, Christchurch 8140 or by email to carolyn.lyford-brady@ktlaw.co.nz

If you are still not satisfied with the way we have responded to your complaint, you can make a formal complaint to the Lawyers Complaints Service. To do so please call 0800 261 801 or visit www.lawsociety.org.nz/for-the-community/lawyers-complaints-service/concerns-form, or email complaints@lawsociety.org.nz.

Our professional indemnity insurance meets New Zealand Law Society standards.

We hold professional indemnity insurance that exceeds the minimum standards specified by the New Zealand Law Society. Please ask us if you would like details of the minimum standards.

Limit of Liability

Our liability for this transaction is limited to the value of our fees charged for this transaction or the sum obtained from our professional indemnity insurer, whichever is the less.

We do not maintain insurance for claims originating from North America (USA and Canada) and therefore our liability in relation to such claims (if any) will be zero.

The New Zealand Law Society's Fidelity Fund

The Law Society maintains the Lawyers' Fidelity Fund for the purpose of providing clients of lawyer with protection against loss arising from theft by Lawyers. The maximum amount paid by the Fidelity Fund to an individual claimant is limited to \$100,000. Except in certain circumstances specified in the Lawyers & 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.

It is important to understand that the Fidelity Fund does not provide compensation for loss of funds in respect of money that a lawyer is instructed to invest on behalf of the client.

The New Zealand Law Society's Client Care and Service Information

Set out below is the Law Society's Client Care and Service Information. Whatever legal services 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 fair and reasonable and let you know how and 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 you when it is completed.
- let you know how to make a complaint and deal with any complaint promptly and fairly.

The obligations lawyers owe to clients are described in the 'Rules of Conduct and Client Care for Lawyers.' Those obligations are subject to other overriding duties, including duties to the Courts. If you have any questions, please contact us on (03) 377-4421 or (03) 365 1595 or email email@ktlaw.co.nz or office@fmlegal.co.nz