



ALAN JONES LAW LIMITED

CLIENT CHARTER

Alan Jones Law Limited is committed to providing outstanding advice and service to our clients. We wish to work with you in such a way that our promise of quality and reasonable cost of legal services is maintained. To this end we take this opportunity to set out some basic elements of this practice namely:

- who we are
- what you can expect when you deal with us
- ways you can help us give you the best service.

The terms of this Charter apply in respect of all work carried out by us for you, except to the extent that we otherwise agree with you in writing. We also include here information that we are required to provide to you under the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008.

WHO WE ARE

Alan Jones opened his practice in Devonport in 1990 following a move from the South Island as an already experienced practitioner having qualified at Otago University and subsequently being admitted to the Bar in 1976. He has had extensive experience as a court lawyer being engaged in numerous trials in commercial, criminal and family orientated matters in his earlier years of practice. Subsequently he was involved in several years of general commercial practice. Since then he has established and developed his general practice in Devonport serving the local community in all manner of legal work. The current practice involves conveyancing and general property transactions, commercial developments and associated property transactions, financial dealings, estate planning involving wills and family trusts and also administration of Estates. Litigation issues are advised on but referred to Barristers of appropriate quality and experience. As sole director and principal of this firm, Alan Jones will have the overall responsibility for the services provided to you.

Rachel Burrows is a qualified registered Legal Executive employed by the firm since 1998 and carries out work for Conveyancing, Estates, Wills and Trust Administration. Rachel is also the first point of call for office and accountancy queries and is the person to initially contact when Alan is not available.

Kate Jones is a qualified registered Legal Executive working together with Carol and Rachel in conveyancing transactions and managing trusts. Kate qualified as a Legal Executive in 2005 and has been employed by the firm since 2001.

Carol Allen is a qualified registered Legal Executive working together with Kate and Rachel in conveyancing transactions as well as in Estates, Wills and Trust Administration.

Lesley Chapman is a Commercial Solicitor at Alan Jones Law Limited. After gaining a law degree at University of Westminster, London, Lesley was admitted in October 2001 and has worked for a number of medium to large sized law firms in Auckland. Prior to coming to Alan Jones Law Lesley was sole legal counsel for a major primary healthcare company in Auckland. Lesley is now happy to be practicing in her local community.

Eden Barley is our Staff Solicitor. He is involved with commercial property transactions, insurance issues, disputes tribunal applications, Maori Land Court applications, estate planning involving wills and family trusts, administration of Estates and resource management advice.

Penny Lampen is our receptionist and has recently joined this firm and carries out our day to day administration. Should you call us, Penny will be the first person you talk to.

WHAT YOU CAN EXPECT WHEN YOU DEAL WITH US

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 work based on the information you give us about what you need. We can also estimate disbursement costs before beginning work. We will let you know if the actual fees are likely to vary from the estimate.

How we set our fees

When setting our fees we consider the:

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

We delegate work to staff at the best level to ensure you get the best value.

Quite often an estimate we give you may not be as accurate as we would like. For this reason estimates are guides only, and not a fixed quote. Although we do our best in our professional judgement to estimate the costs, we can only guide our estimates by other trouble-free transactions. The length of time for the work to be completed may change due to variables (e.g. timely and expedient cooperation of third parties, ability to resolve outstanding issues without additional time etc.).

In the event we anticipate our estimated fee will change, we will advise you.

Disbursements - How we deal with third party costs

While providing services to you, we may have to pay third party costs like official fees, foreign agents' charges, barristers' fees, courier and travel costs. We call these costs "disbursements". We charge disbursements to you. Sometimes disbursements will be the most significant portion of our invoice, depending on your project. Our invoice will show the portion that is disbursements.

Because of our Anti Money Laundering policies, we do not make disbursements in foreign currencies over \$990.00. We will assist you in making arrangements with 3rd party service providers for such transactions. When these international payments are made, we add a 3% foreign currency fee to cover forward exchange risk and electronic bank transfer fees.

Expense Recoveries

We charge a separate bureau/office service fee to cover the minimum costs for electronic data creation, AML assessments, printing, photocopying, telephone, postage, and retention of your file for NZLS compliance.

Prepayment or deposits

We may ask you to pay a prepayment or deposit based on the fees and disbursements we have estimated. We may choose not to begin work until we receive your prepayment or deposit. The amount required and the terms will be set out in our terms of engagement.

We will hold prepayments and deposits in our trust account and only deduct any fees, office expenses or disbursements when we issue an invoice.

If we hold funds in our trust account on your behalf you authorise us to deduct any fees, office expenses or disbursements we have issued you an invoice for.

We will bill you regularly

We will usually send you invoices monthly unless we have agreed a different arrangement. If we are holding funds for you on trust, we will deduct from those funds any fees that we have invoiced you on any matter.

Make sure your account stays current

Please make sure your account with us stays current. Our invoices are due to be paid on the due date shown on your invoice. Please discuss any queries about an invoice with us before your payment is due.

In rare circumstances (such as if you have not paid your account), we may be forced to stop acting for you even if filing or other deadlines are due. We are entitled to keep your files or documents until you have paid the outstanding accounts.

We reserve the right to charge interest of 2% per month calculated daily, on invoices not paid by the due date.

We may also charge you collection and legal fees we incur to recover unpaid accounts.

In the event you are struggling to pay our invoice, let us know. For a small percentage more we can sometimes offer instalment payments of our invoices – ask us for details if this is required.

We act for you

We consider your particular situation and needs when we give you advice. No other person may rely on the advice we give you, unless we agree otherwise. If you instruct us, you are responsible for paying our fee.

If you are a company, then the director from whom we take instructions personally guarantees payment by the company to us.

Communications policy

We do not accept liability for any loss as a result of non-receipt of any communication, including email. We encourage our clients to call us during business hours in the event something is urgent.

Interest on money we hold on trust for you

We are required to place funds we hold for you on interest-bearing deposit (“IBD”) unless this is not reasonable or practicable. Often, this will not be a reasonable option due to the administrative costs incurred placing the funds on IBD. If you would like us to place your money on IBD, please let us know in writing, and ensure all of your AML requirements have been met as requested in our engagement letter. Withholding tax will be deducted by the bank at the tax rate you nominate. If we place funds on IBD, we charge 5% commission on the gross interest earned to cover our administration costs. We are happy to discuss with you whether an IBD is a financially viable option as it arises.

Your information stays private

While advising you, we may collect and hold personal information about you. We will only use this information for:

- providing our services
- getting credit information or other references
- telling you about issues that may affect you.

We keep information about you. Under the Privacy Act 1993 you have the right to see the information we hold. To arrange access to this information, please speak to your contact within the firm.

Conflict of Interest

We always do a conflict of interest check before starting work with a new client, however in some circumstances conflicts may arise during an existing matter. If this occurs we will contact you and suggest what to do next.

Verifying your Identity and financial information

Under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 as well as FATCA and CRS rules and the procedures for electronic registration of land transactions, we are legally required to obtain and independently verify various personal information about you, others related to the transaction and your matter.

Our practices are regularly audited. Similarly, if your transaction is deemed suspicious or meets certain thresholds we are required to file reports to the relevant authorities. That information may be disclosed to the revenue authorities of other jurisdictions with which you are connected. Please do not be offended if we ask for verification of your identity, your banking details, source of your wealth or funds, your family circumstances, or similar.

We store your files for at least seven years

The subject of your file affects how long we keep your file, but we store all files for at least seven years. We destroy files at the end of their storage period. Please let us know if you would like a copy of our file retention and disposal policy.

Originally signed Deeds will be held on our premises in our dedicated Deeds storage area. Alternatively you may store your Deeds yourself in which case we will return them to you.

Governing law

We do business under the laws of New Zealand. Any legal disputes will be governed by the non-exclusive jurisdiction of the New Zealand courts.

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 right the situation. 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 you are still not satisfied with the way we have responded to your complaint, you can make a formal complaint to the New Zealand Law Society (ph 0800 261 801 or visit www.lawsociety.org.nz/for-the-community/lawyers-complaints-service).

Our professional indemnity insurance meets New Zealand Law Society standards

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

The New Zealand Law Society's Fidelity Fund

The New Zealand Law Society's Solicitors' Fidelity Guarantee Fund (the Fidelity Fund) provides clients of lawyers with protection against theft by a lawyer, lawyer's employee or agent. For more information about what the Fidelity Fund covers, go to www.lawsociety.org.nz

WAYS YOU CAN HELP US GIVE YOU THE BEST SERVICE

Give us all relevant information before we start work

So we can give you effective advice, please tell us all relevant information about your matter at the start of our discussions.

Instruct us well before deadlines to save money

Instructing us well before deadlines means you can avoid paying expensive urgency costs.

Your satisfaction and feedback

We wish to ensure that we meet your expectations wherever possible and we invite your feedback, whether it is good or bad.

NEW ZEALAND LAW SOCIETY'S CLIENT CARE AND SERVICE INFORMATION

Here is the Law Society's client care and service information. Whatever legal services your lawyer provides, they 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 and to the justice system. If you have any questions please visit lawsociety.org.nz or call 0800 261 801.