Atkinson | Crehan Law

Atkinson Crehan Law Service Promise

Our Duty of Care

We will protect and promote your interests and act for you, free from compromising influence or loyalties. We will discuss with you your objectives and how they can best be achieved and act competently, in a timely way, and in accordance with instructions received and arrangements made.

We will provide you with information about the work to be done, who will do it, and the way the services will be provided; protect your privacy and ensure appropriate confidentiality.

We will treat you fairly, respectfully, and without discrimination, give you clear information and advice; keep you informed about the work being done and advise you when it is completed.

We will charge you a fee that is fair and reasonable, and let you know how and when you will be billed. We will also advise you how to make a complaint and deal with any such complaint promptly and fairly.

Atkinson Crehan Law locations

Richmond

22 Oxford Street

03 543 8600

Motueka

23 Wallace Street

03 543 8600

Our duty of care is to you and no other person.

Client Care Rules

Confidentiality

We will hold in strict confidence all information that we acquire through our work for you, and which concerns your business or personal information.

The only exceptions are where you authorise us to disclose such information or where we must do so by law.

Meeting recordings

We may record meetings, calls and conversations related to this engagement for the purpose of maintaining accurate records and ensuring quality of service. Recordings and transcripts are stored securely, accessible only to relevant team members and retained in accordance with our data retention policy and professional obligations.

We will notify you before recording and obtain your consent. You may request access to any recordings or transcripts involving you. If you prefer meetings not to be recorded, please let us know and we will accommodate your preference.

AL use

We use AI responsibly in line with Law Society Rules and have privacy safeguards in place. While providing our legal services to you, we may use generative AI tools and technology to assist with aspects of legal research, document review, document drafting and other legal tasks. We recognise the inherent limitations of generative AI tools. While AI can enhance our work, it is not a substitute for our independent expertise and judgment.

Our Fees

Our fees will be charged on the basis that they will be fair and reasonable, having regard to the circumstances of the matter and the nature of our work for you. While the time and resources involved will be important factors, we will also consider the results achieved and the urgency, level of skill, complexity, value of transaction, responsibility, and specialist knowledge involved.

Our fees are based on the time taken to complete the work and calculated on an hourly basis with differences in those rates reflecting the experience and specialisation of our legal staff.

The time spent by us on your behalf for which you will be charged could include some or all the following:

- Telephone and face-to-face conversations.
- Correspondence with you including letters and emails.
- Applying relevant law to the facts of your situation.
- Reading and analysing incoming letters, papers, and documents.
- Corresponding and meeting with solicitors and third parties on your behalf.
- Instructing enquiry agents and experts.
- Time spent on travelling and visiting sites (if appropriate).
- Court and Tribunal appearances.

We review our hourly rates from time to time and on April 1st each year. If there is to be any increase in our hourly rates over and above those quoted in our letter of

engagement, we will advise you in writing before the increase is applied.

Whenever possible, we will try to give you a fixed fee or an accurate estimate of the work you wish us to carry out based on your instructions and facts known at the time. The original estimate could vary beyond our control if circumstances change. If the change is significant, we will advise you and ask for your instructions to proceed further.

Disbursements & Office Expenses

Disbursements include expenses such as court filing fees, barristers' fees, travel expenses, couriers, local Council fees, Land Information NZ fees, and the fees of agents who serve documents and who conduct investigations, searches, and registration. Depending on the amount, we may ask you to pay in advance for significant disbursements — otherwise they will be itemised on your account for payment with our fee.

Our invoices also include an office service charge to cover the cost of photocopying, file set up, telephone, fax, postal, and form expenses. This charge can vary depending on the complexity of the matter.

Invoices

Our invoices are due for payment 14 days after the date of the invoice unless prior arrangements are made with us in writing. If an invoice is not paid within 30 days, we may charge interest calculated at the rate of 3% per annum above our bank's usual lending rate, compounding monthly.

We will expect you to pay for any reasonable debt collection costs that we incur in recovering outstanding amounts due to us. If your invoice remains outstanding after 60 days, no further work will be undertaken by us until your account is paid.

Our invoices include GST applicable to our supply of services to you. Invoices will normally be sent to you at the completion of your matter unless the matter is ongoing and complicated, in which case we will send you monthly or two-monthly interim invoices.

Any fee, expense, or disbursement for which we have provided an invoice, and which remains unpaid, may be deducted from any funds held in our Trust Account on your behalf (unless you have given us different instructions).

There may be times where you have instructed us to send an invoice to a third party for payment, however, you remain responsible for the debt should that third party fail to pay.

Trust Account

If we are holding significant funds on your behalf, at your request, we will place those funds on an interest-bearing account with the ASB Bank. We cannot do this unless we have received the required completed bank forms from you. We charge an administration fee of 5% of the gross interest earned for this service.

Storage of Files & Documents

By law, we are required to retain hard copy files for seven years. After that time, we may destroy those files without contacting you. Wills and other important documents are held in our secure storage room.

Termination of Legal Services

You have the right to terminate our services at any time on any matter. Provided that you have paid all our invoices on all matters, we

will (on request) provide to you all the documents and files we hold on your behalf. We may, on reasonable notice to you, end our engagement at any time should the client/lawyer relationship break down for any reason.

Complaints

We want to ensure that any problem is dealt with promptly and fairly. If you feel comfortable, please direct your complaint to the person in our firm who you have been dealing with. If you do not feel comfortable approaching this person, please contact the following people by telephone on 03 543 8600 or by emailing:

Amanda Crehan, Director
amanda@atkinsoncrehan.co.nz

Jacintha Atkinson-Manson, Director
jacintha@atkinsoncrehan.co.nz

The NZ Law Society also operates a Lawyers Complaints Service, and you can receive assistance or make a complaint by ringing 0800 261 801.

Professional Indemnity Insurance

The firm holds Professional Indemnity Insurance cover that meets or exceeds the minimum requirements of the New Zealand Law Society.

Lawyers Fidelity Fund

The NZ Law Society maintains the Lawyers Fidelity Fund for the purposes of providing clients of lawyers with protection against losses arising from theft by lawyers.

The most the Fidelity Fund can compensate you is $100,000. The Fidelity Fund will not usually cover loss relating to money a lawyer is instructed to invest on behalf of a client.

Limitations on Extent of our Obligations or Liability

We rely on the accuracy of information provided by you and third parties and accept no liability for any loss arising from inaccurate or incomplete information. Our liability to you is limited as set out in our letter of engagement and in accordance with the New Zealand Law Society's rules.

Tax Advice Disclaimer

Please note that our services in relation to your matter are limited to legal matters only. We do not provide tax advice, including but not limited to advice regarding income tax, GST, land tax, or any other tax implications arising from this transaction. We recommend that you seek independent advice from a qualified accountant or tax adviser regarding any tax queries relating to your matter.

AML (Anti-Money Laundering and Countering Financing of Terrorism Act 2009)

We are required to have measures in place to help detect money laundering and the financing of terrorism. These measures include obtaining and verifying information from our clients before we can provide legal services. This is known as "client due diligence."

The information We are required to ask you for includes your full name, your date of birth, and your address. We are required to see documents that include photo identification such as your passport or driver's licence.

If you are consulting us about a trust or a company, we will need to collect information relating to the trust or company and the people associated with it (such as directors, shareholders, trustees, and beneficiaries). We will provide you with guidance on what we need.

In some cases, such as where we are acting for a trust, we will need to ask for information about the source of funds that are financing the transaction or the source of wealth of the trust. Again, we will provide you with guidance to assist you in providing that information. If you are unable to provide the information we require, it is likely that we will not be able to act for you. Even if you have been a client of ours for a long time, we are still required to gather this information.

We reserve the right to charge an additional fee for the time spent in undertaking due diligence based on the level of diligence required.

General

Our Client Care Rules apply to any current instructions for our services and to any future instructions. If we do not hear otherwise, we will assume that you agree with all the above terms and we will proceed accordingly. Please contact us immediately if you do not wish us to proceed with your instructions.

We reserve the right to amend or change our Client Care Rules and, if so, we will send you a copy.

We hope that this information will be of help to you in understanding how our firm works and to avoid miscommunication in areas that clients are often reluctant to ask or we have not brought to your attention in the past.

We continue to be committed to looking after you the best way possible