

Village Conveyancing Limited

Information for Clients

(Keep for your records)

Set out below is the information required by the Rules of Conduct and Client Care for Conveyancers of the New Zealand Society of Conveyancers ("Conveyancing Society").

1. **Fees:** The basis on which fees will be charged is set out in our letter of engagement. When payment of fees is to be made is set out in our Standard Terms of Engagement. We may deduct from any funds held on your behalf in our trust account any fees, expenses or disbursements for which we have provided an invoice.
2. **Professional Indemnity Insurance:** We hold professional indemnity insurance that meets or exceeds the minimum standards specified by the New Zealand Society of Conveyancers. We will provide you with particulars of the minimum standards upon request.
3. **Conveyancer's Fidelity Fund:** The Conveyancing Society maintains the Conveyancers Fidelity Fund for providing clients of Conveyancers with protection against pecuniary loss arising from theft by Conveyancers. The maximum amount payable by the Fidelity Fund by way of compensation to an individual is \$100,000 or an amount equal to 60% of the money in the fund whichever is the greater at the time the claim is admitted by the Board. Village Conveyancing Limited has Professional Indemnity Insurance with fidelity cover for up to \$100,000 for any one claim, which will be payable if the Conveyancers Fidelity Fund is insufficient to provide compensation up to the maximum amount of \$100,000 per claim.
4. **Complaints:** We maintain a procedure for handling any complaints by clients, designed to ensure that a complaint is dealt with promptly and fairly. If you have a complaint about our services or charges, you may refer your complaint to the person in our firm who has overall responsibility for your work. If you do not wish to refer your complaint to that person, or you are not satisfied with that person's response to your complaint, you may refer your complaint to NZ Society of Conveyancers, go to www.nzconveyancing.co.nz for contact details.
5. **Conveyancers Complaints Service** is administered by the NZ Society of Conveyancers and you can make a complaint to that service. To do so, email <mailto:info@nzconveyancing.co.nz> and you will be referred to the nearest Complaints Service Office, which can provide information and advice about making a complaint.
6. **Persons Responsible for the Work:** The names and status of the person or persons who will have the general carriage of or overall responsibility for the services we provide for you are set out in our letter of engagement.
7. **Client Care and Service:** The Conveyancers Society client care and service information is set out below. Whatever legal services your Conveyancer is providing, he or she 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 Conveyancers owe to clients are described in the Rules of Conduct and Client Care for Conveyancers. If you have any questions, please visit www.nzconveyancing.co.nz.
8. **Limitations on extent of our Obligations or Liability:** Any limitations on the extent of our obligations to you or any limitation or exclusion of liability are set out in our letter of engagement.
9. **Privacy:** We may use or disclose personal information that you have provided to us, or which we have obtained about you, to our third parties providers, including technology providers who assist us in providing services or who perform functions on our behalf, such as providers that provide generative AI technologies to assist us in legal research, document review, document drafting and other legal tasks. Our technology providers (including generative AI providers) may use your personal information to provide services to us, to administer, maintain, analyse, improve and/or develop their services, to undertake their business processes, to comply with their legal obligations and to conduct research. Unless we state otherwise, our technology providers will not use your personal information to improve AI training models, train, retrain or improve foundation models, improve third party products or services, conduct user profiling, advertising or similar commercial purposes, or to market products and services to you. Our technology providers may rely on and make your personal information available to their third party providers (which may be located in countries other than New Zealand) in the course of delivering their services to us, including for hosting, cloud storage, email communication and web analytics purposes, such as the Azure OpenAI Service operated by Microsoft. Our technology providers may share your IP address and other information about your device to Microsoft for security reasons. Our technology providers may also share your personal information with their affiliates, any other entity that they merge with or sell their business or assets to, and other third parties (such as government agencies) if legally required to do so.

Standard Terms of Engagement

These Standard Terms of Engagement ("Terms") apply in respect of all work carried out by us for you, except to the extent that we otherwise agree with you in writing.

1. **Services:** The services we are to provide for you are outlined in our engagement letter.
2. **Fees:** The fees we will charge or the way they will be arrived at, are set out in our engagement letter. If the engagement letter specifies a fixed fee, we will charge this for the agreed scope of our services based on the information provided to us prior to setting the fee. Work which falls outside that scope or that results from information unknown at the time of setting the fee will be charged on an hourly rate. We will advise you as soon as reasonably practicable if it becomes apparent additional fees will be charged, and if requested, give you an estimate of the likely amount of the further costs. Where our fees are calculated on an hourly basis, the hourly rate will be disclosed to you in our engagement letter.
3. **Disbursements and expenses:** In providing services we may incur disbursements or must make payments to third parties on your behalf. These will be included in our invoice to you when the expense is incurred. We may require an advance payment for the disbursements or expenses which we will be incurring on your behalf.
4. **GST:** Is payable by you on our fees and charges.
5. **Invoices:** We will send our invoice/s to you, in the interim if required, and on completion of the matter, or termination of our engagement. We may also send to you an invoice when we incur a significant expense.
6. **Payment:** Payment for purchase/sale transactions are to be paid on day of settlement. Invoice/s are payable within 7 days of the date of the invoice, unless stated otherwise in our letter of engagement or alternative arrangements have been made with us. We may require interest to be paid on any amount which is more than 7 days overdue. Interest will be calculated at the rate of 5% above our firm's main trading bank's 90-day bank bill buy rate as at the close of business on the date payment became due. We will be entitled to pass on to you the costs of collection of any overdue amounts including but not limited to any court fees, service fees, commissions payable for collection and Conveyancing costs on a Conveyancer/Client basis.
7. **Joint Instructions:** If we are conducting a transaction that is in joint ownership, then unless you stipulate otherwise at the outset, one joint owner's instructions will be binding on all joint owners.
8. **Limitations on Obligations or Liability:** We shall not be liable for any losses, damages or costs incurred as a result of the dwelling having problems with leaking/weather tightness, chemical contamination, or not being compliant with the Building Act/ Council requirements. It is the purchaser's responsibility to attend to the necessary research, engage the relevant inspectors and obtain and analyse the appropriate reports in order to detect any problems prior to purchasing unconditionally. Any further limitations on our obligations to you or exclusion of liability will be set out in our Initial Letter. If you decide to rely on documentation supplied to you by the seller / real estate agent or other party (eg LIM report, builders report, toxicology report etc) then be aware that the accuracy of such information and the duty of care by the producer of such reports may not extend to you as the purchaser. As such, we recommend that you order and pay for any such report/s yourself.
9. **Security:** We may ask you to pre-pay amounts to us, or to provide security for our fees and expenses. You authorise us to debit against amounts pre-paid by you and to deduct from any funds held on your behalf in our trust account any fees, expenses or disbursements for which we have provided an invoice.
10. **Third Parties:** Although you may expect to be reimbursed by a third party for our fees and expenses, and although our invoices may at your request or with your approval be directed to a third party, nevertheless you remain responsible for payment to us if the third party fails to pay us.
11. **Confidentiality:** We will hold in confidence all information concerning you or your affairs that we acquire while acting for you. We will not disclose any of this information to any other person except: (a) to the extent necessary or desirable to enable us to carry out your instructions, or to the extent required by law or by the Rules of Conduct and Client Care for Conveyancers.
12. **Termination:** You may terminate your instructions at any time. We may terminate our engagement in any of the circumstances set out in the Rules of Conduct and Client Care for Conveyancers. All fees due and expenses incurred must be paid up to the date of termination.
13. **Retention of files and documents:** You authorise us to (without further reference to you) to destroy all files and documents for this matter 7 years after our engagement ends, or earlier if we have converted those files and documents to an electronic format.
14. **Conflicts of Interest:** We have procedures in place to identify and respond to conflicts of interest. If a conflict of interest arises we will advise you of this and follow the requirements and procedures set out in the Rules of Conduct and Client Care for Conveyancers.
15. **Duty of Care:** Our duty of care is to you and not to any other person. Before any other person may rely on our advice, we must expressly agree to this.
16. **Trust Account:** We maintain a trust account for all funds which we receive from clients (except monies received for payment of our invoices). We may place your funds on an interest-bearing account if it is prudent to do so, our administration charge for funds held is 5% of the net interest earned.
17. **Additional Trust Account reporting:** In the event we are holding funds on your account for a period of 12 months or more (whether due to unforeseen circumstances, at your instruction or non-communication from you), we may charge at our hourly rate for completing further reporting as required under the Lawyers and Conveyancers Act (Trust Account) Regulations 2008.
18. **Generative AI**
While providing our legal services to you (such as conveyancing services), we may use generative AI tools and technology to assist in legal research, document review, document drafting and other legal tasks. This technology enables us to provide more efficient and cost-effective legal services. We recognise the inherent limitations of generative AI tools. While generative AI can enhance our work, it is not a substitute for our independent expertise and judgment. We will exercise professional independent judgment in using AI-generated content and ensure its accuracy and appropriateness in each specific case.
19. **General:** These Terms apply to any current engagement and to any future engagement, whether or not we send you another copy of them. We are entitled to change these Terms from time to time, in which case we will send you amended Terms or advise updated terms available on our website.