

**LEGAL COMPLAINTS REVIEW OFFICER
ĀPIHA AROTAKE AMUAMU Ā-TURE**

[2023] NZLCRO 084

Ref: LCRO 176/2022

CONCERNING

an application for review pursuant to section 193 of the Lawyers and Conveyancers Act 2006

AND

CONCERNING

a determination of [Area] Standards Committee [X]

BETWEEN

SP

Applicant

AND

AQ

Respondent

The names and identifying details of the parties in this decision have been changed

Introduction

[1] Ms SP has applied for a review of the determination by [Area] Standards Committee [X] in which the Committee made two findings of unsatisfactory conduct against her and imposed penalties.

Background

[2] Ms AQ's first contact with Ms SP was when she and Ms VR instructed Ms SP in relation to matters involving a company of which they were directors and shareholders. At a meeting with Ms SP on 28 April 2021 concerning that matter, Ms AQ asked Ms SP how much it would cost to make a Will.

[3] Ms SP advised Ms AQ that the cost for a basic Will would be \$300. The parties disagree whether Ms SP advised that this was plus GST and disbursements, or an inclusive amount.

[4] On 19 May, Ms AQ instructed Ms SP to prepare a Will for her. Her instructions were given in several emails. Ms SP acknowledged receipt of the emails and advised Ms AQ that she would need to clarify some aspects of her instructions.

[5] Ms SP also said:

... We also note that your instructions are not those of a basic will, given your instructions contemplate a life interest and other debt forgiveness and alternatives. Therefore, the price we verbally advised you at our meeting with you and before we had your precise instructions, will not apply given the nature of your instructions. At this stage, we anticipate our attendances to be at least two hours to draft and have the will executed. ...

[6] Ms SP issued her letter of engagement on 21 May. The letter of engagement recorded that Ms SP's hourly rate was \$500. Paragraph 6 of the terms and conditions states:

All expenses – disbursements incurred on your behalf will be charged to you.

[7] It then identifies the expenses and disbursements which may be charged as a mix of third-party charges (e.g. courier fees, Court filing fees) as well as work that would be undertaken by Ms SP, such as reviewing LIM reports, bank requirements for loans/securities, and preparing agreements.

[8] On 16 July, Ms AQ asked to see the draft Will before she attended at Ms SP's office to sign it. She offered to pay \$300 to \$400 towards the fee.

[9] Ms SP responded on the same day and advised:

... There is no need to make payment in advance however your instructions were not straight forward therefore we have had to do this on an hourly basis given the multiple emails over a period of time, and which will apply to any further changes to be made (if any).

[10] Ms SP sent a draft of the Will to Ms AQ for her to review.

[11] On 26 July, Ms AQ requested some minor amendments to the Will. Having made these, Ms SP sent a second draft to Ms AQ on the following day.

[12] Ms AQ signed the Will in Ms SP's office on 29 July.

[13] Ms SP sent her invoice to Ms AQ on the following day. The invoice was for \$1,250 plus expenses and plus GST on both the fee and expenses.¹

[14] Ms AQ did not pay the invoice and Ms SP referred to this in an email to both her and Ms VR on 4 August in relation to the company matters. Ms AQ advised Ms SP that

¹ The expenses charged and the summary of the invoice are set out in the schedule attached.

she was preparing a response to Ms SP's comments concerning the unpaid invoice. In response, Ms SP said:²

We will not be spending any more time on responding to you as we have already explained ourselves adequately and properly. Nor will we be bullied into submission and/or a reduction in price. Failure to pay immediately will result in our effecting our terms and conditions and forwarding this to a debt collector at no further notice to you. We suggest you make payment promptly to avoid incurring further interest and debt collection fees. It is sad you have chosen to treat us like this and we will not be working for you again.

[15] Ms AQ responded:

Gosh you escalate things very quickly.

[16] One and a half hours later,³ Ms SP replied:

We have done the job you asked us to do. To date you have not paid a cent and the tone of your emails are clear that you don't intend to. Why waste more time by mincing words about your obvious intentions? We expect payment in full immediately and this email now represents a demand for payment. Failure to pay in full will result in us taking the next step of debt collection as per our terms and conditions and without any further notice to you. It will also affect your credit rating as we will note the non payment as a default with Equifax.

[17] Ms AQ paid the sum of \$300 on account of the invoice, which was acknowledged in an email from Ms SP on 6 August, in which she said:

Thank you for your part payment of \$300.00 towards our fees outlined in our invoice 94 for \$1,778.00 which is now overdue. We look forward to payment of the balance no later than Monday 9 August 2021 to avoid your credit rating being affected. We refer you to our terms and conditions which state if you wish to enter into a repayment programme, you require our approval in writing beforehand. We are not obligated to accept your request for a repayment programme.

[18] Ms AQ made her complaint to the Lawyers Complaints Service on 8 August 2021.

Ms AQ's complaints

[19] Ms AQ's complaint was brief:

I enquired about the estimated cost of a Will with [SP]. She estimated \$300.

EXCEPTIONAL CIRCUMSTANCES: [SP] is well aware I am redoing my Will as I have TERMINAL cancer. This stress is harming me while I deal with these matters and undergoing intense chemotherapy.

² Email SP to AQ (5 August 2021).

³ At 7 pm on 5 August 2021.

[SP] has been extremely rude, breached my privacy, threatened my credit rating, threatened me with debt collectors and accused me of having no intention of paying her.

This is clearly false as seen in attached documents.

I am horrified at her attitude and behaviour.

From an estimate of \$300 she has invoiced me nearly \$1800.

[20] Ms AQ included copies of correspondence with Ms SP, her Will, and Ms SP's invoice.

Ms SP's response

[21] Ms SP provided a detailed response which is only briefly summarised here. She included a chronological timeline "which demonstrates the dates, a description of the attendances, in what format, by whom and the time spent in minutes".

[22] The total time recorded for all staff attendances was 14.27 hours.

[23] Ms SP submitted that as the fee was less than \$2,000, and there were no special circumstances applying,⁴ the Committee did not have jurisdiction to deal with the complaint.

[24] Ms SP also referred to a number of decisions by this Office which discussed the application of reg 29 of the Regulations (refer footnote 1).

[25] Ms SP considers that she was not rude or discourteous to Ms AQ and that she had complied with the requirements of r 3 of the Conduct and Client Care Rules,⁵ particularly r 3.1, which provides:

A lawyer must at all times treat a client with respect and courtesy and must not act in a discriminatory manner in contravention of section 21 of the Human Rights Act 1993.

[26] With regard to Ms AQ's complaint that Ms SP had breached her privacy, Ms SP notes that Ms AQ was happy for Ms VR to remain in the room when signing her Will.

[27] Ms SP concludes her response in the following manner:⁶

⁴ Regulation 29 of the Lawyers and Conveyancers Act (Lawyers: Complaints Service and Standards Committees) Regulations 2008 (the Regulations) provides that unless the Standards Committee determines that there are special circumstances that would justify otherwise, the Committee must not deal with a complaint relating to a bill of costs which does not exceed \$2,000 exclusive of goods and service tax.

⁵ Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008. Reprint as at 1 July 2021.

⁶ Email SP to Lawyers Complaints Service (7 September 2021).

The writer is confident that all of our correspondences demonstrate and support our response which is: in all of our dealings with Mrs AQ we acted professionally, ethically and in her best interests, displaying high standards of professionalism, care, integrity and courtesy at all times. We submit there are no grounds, breaches or evidence whatsoever under Regulation 29, Rules 3 and 9 or any other aspect of the RCCC and LCA. ...

[28] Ms SP submitted that the Committee should take no further action on Ms AQ's complaints.

The Standards Committee determination⁷

Rule 3.1

[29] "... Whilst the Committee expressed concern about elements of Ms SP's behaviour, including the confrontational manner in which she engaged with Ms AQ regarding the payment of the Invoice, the Committee was satisfied that Ms SP's behaviour had not reached a threshold to warrant a disciplinary response."⁸

Regulation 29

[30] "The Committee considered that the unusual nature of expenses charged by Ms SP was sufficient to justify the Committee's inquiry into Ms SP's Invoice."⁹

The issues

[31] The Committee addressed the following issues:¹⁰

- (a) Whether Ms SP failed to provide clear and transparent information to Ms AQ, in particular:
 - (i) The basis on which her fees would be charged (see Rule 3.4 of the RCCC); and
 - (ii) That she did not, prior to undertaking significant work on the retainer, provide the necessary client care information (see Rule 3.5(a) of the RCCC).
- (b) Whether having initially quoted Ms AQ a fee estimate of \$300, Ms SP's final fee of \$1,778 (including GST) was fair and reasonable for the services provided, pursuant to Rule 9 of the RCCC; and
- (c) Whether Ms SP's invoice to Ms AQ dated 30 July 2021 concealed some of her fees by representing them as expenses, and if so:

⁷ All quotations refer to the determination by [Area] Standards Committee [X] (29 September 2022).

⁸ At [13].

⁹ At [17].

¹⁰ At [12].

- (i) Whether Ms SP engaged in conduct that was misleading or deceptive or was likely to mislead or deceive, pursuant to Rule 10.9 of the RCCC.

Rule 3.4

[32] Rule 3.4 of the Conduct and Client Care Rules requires a lawyer to provide the client with information as to the basis on which fees will be charged. The Committee recorded in full sections of Ms SP's terms of engagement relating to fees.

[33] The Committee had questioned Ms SP about the items in her invoice listed as 'expenses',¹¹ and recorded her responses in some detail.

[34] The Committee then noted:¹²

- (a) "Ms SP provided the Original Fee Estimate without ensuring that her client understood that the estimate excluded GST and disbursements. It would have been prudent for Ms SP to have followed up her verbal fee estimate with a written estimate."
- (b) "... the onus was on Ms SP, as the professional adviser, to establish whether Ms AQ's instruction related to a 'basic' will before she provided a fee estimate; ...".
- (c) "... Ms SP should have made it clear to Ms AQ that the expenses charged in addition to the fee element of her Original Fee Estimate would be almost as much as the \$300 fee (plus GST) that she estimated. It was incumbent on Ms SP to ensure that her client understood from the outset that the full cost involved in producing a will, even a basic will, would inevitably exceed \$300. Ms AQ proceeded to instruct Ms SP under a mistaken impression that was created by Ms SP."
- (d) "... In light of the extent and wide-ranging nature of Ms SP's Clause 6 expenses, there was no other way Ms AQ could have known the cost or extent of expenses that she was likely to be charged at the time she reviewed the Letter of Engagement."
- (e) The letter of engagement did not include hourly rates for staff other than Ms SP.

¹¹ See schedule attached.

¹² Standards Committee determination, above n 7, at [26].

- (f) The 'catchall' wording of clause 6 of the terms of engagement meant that Ms SP included administration tasks that are routinely covered by the fee earner's hourly rates.

[35] "Having considered the above points, the Committee was satisfied that Ms SP had failed to provide clear and transparent information to Ms AQ in respect of the basis for which her fees would be charged. In those circumstances, the Committee determined under section 152(2)(a) of the Act that there had been unsatisfactory conduct on the part of Ms SP".¹³

[36] The Committee considered that Ms SP had complied with r 3.5 and provided the firm's terms of engagement at an appropriate time.

A fair and reasonable fee?

[37] "Having considered the relevant reasonable fee factors set out in Rule 9.1 of the RCCC, the Committee (which includes members who are experienced in drafting wills), was satisfied that Ms SP had not charged Ms AQ more than a fee that was fair and reasonable for the services provided, and that she had not breached Rule 9 of the RCCC."¹⁴

Rule 10.9

[38] The Committee noted the requirements of r 10.9 of the Conduct and Client Care Rules, that a lawyer "must not engage in conduct that is misleading or deceptive, or likely to mislead or deceive anyone on any aspect of the lawyer's practice".¹⁵

[39] Ms SP had advised the Committee that the Law Society inspectors had found no issue arising out of their inspection of her practice. The Committee then sought further information from the inspectors who had commented on the distinction between expenses and a firm's administration costs.

[40] The Committee's view was:¹⁶

Ms SP did not explain the expenses at Clause 6 of the Terms and Conditions to Ms AQ; it was insufficient for Ms SP to have expected Ms AQ to have understood how Ms SP could have billed for these elements, and how these 'expenses' could inflate her legal expenses overall.

¹³ At [28].

¹⁴ At [41].

¹⁵ At [42].

¹⁶ At [54(d)].

[41] The Committee also considered that Ms AQ would have relied upon Ms SP's original estimate when instructing her to complete her Will. It said:¹⁷

The Committee accepted that whilst an estimate does not require the same strict adherence as a quote, there remains a strong expectation that an estimate will be adhered to and should not be offered without due consideration. It is clear that Ms AQ had relied on Ms SP's Original Fee Estimate and was induced to instruct Ms SP upon that basis.

[42] The Committee considered that the expenses charged by Ms SP:¹⁸

... blurred the line between expenses on the one hand and skill and qualification-based tasks on the other hand (for which lawyers should charge under their hourly rate). This conflation of tasks concealed fees by providing Ms SP the opportunity to introduce a significant number of charges in addition to her hourly rate. The Committee characterised the conflation of time and expertise based hourly rate charges with expenses, as "double recovery" on the part of Ms SP.

[43] The Committee concluded that the conflation of fees and expenses and the provision of the initial estimate without making further inquiry as to what Ms AQ wanted to include in her Will, amounted to a misleading and deceptive conduct.

[44] The Committee determined that Ms SP had breached r 10.9 and made a second finding of unsatisfactory conduct.

Orders

[45] Having made two findings of unsatisfactory conduct against Ms SP, the Committee ordered her to reduce her fee by \$296.09, being the amount of the expenses included in the invoice, imposed a fine of \$2,500, and ordered Ms SP to pay \$2,000 to the New Zealand Law Society by way of costs.

Ms SP's application for review

[46] Ms SP has applied for a review of the Standards Committee determination, including:¹⁹

Full review on decisions & actions of Standards Committee including: bias, impartiality, errors in Law + facts, reliance on errors in decisions, breaches of natural justice & my rights to: fairness, promptness & impartiality under LCA & natural justice & individual rights.

¹⁷ At [57].

¹⁸ At [58].

¹⁹ Application for review (9 November 2022), Step 7.

[47] Ms SP's supporting reasons are replete with accusations of bias, complaints against members of the Complaints Service, allegations of breaches of natural justice and other generalised attacks on the Committee and the Complaints Service.

[48] I record here portions of Ms SP's conclusions in her supporting reasons:²⁰

We do not agree with any findings of unsatisfactory conduct and/or there have been any breaches of the RCCC. ...

I am very disturbed by the entire process and the treatment I have been subjected to during this investigation for a simple cost revision complaint. The Determination itself demonstrates serious legal flaws: a lack of impartiality, fairness, knowledge of the current laws/practice notes and the erroneous use of unproven facts and non-existent laws, while ignoring other proven facts that support our version of what took place. There is evidence of reliance on hearsay and false evidence, that was potentially obtained improperly, showing potential acts of ultra vires, without notice and breaching the laws of natural justice (set out in the LCA and the Committee's Practice Note 2021).

... I find the whole process that I have been subjected to be abhorrent and deeply concerning when being investigated by some of my lawyer peers. ... Our industry is hard enough without being subjected to rubbish investigations. The substantial penalties and costs awarded against lawyers is distasteful and reflects our growing concerns that there is an obvious conflict of interest that penalty and costs awards fund the ever-growing Complaints Service. ...

[49] These extracts represent the nature of Ms SP's 16 pages of supporting reasons which have not assisted in the conduct of this review.

Ms AQ's response

[50] Ms AQ responded briefly to Ms SP's reasons in support of her application.

Nature and scope of review

[51] The High Court has described a review by this Office in the following way:²¹

A review by the LCRO is neither a judicial review nor an appeal. Those seeking a review of a Committee determination are entitled to a review based on the LCRO's own opinion rather than on deference to the view of the Committee. A review by the LCRO is informal, inquisitorial and robust. It involves the LCRO coming to his or her own view of the fairness of the substance and process of a Committee's determination.

[52] This review has been conducted in accordance with those comments.

²⁰ At 14 –15.

²¹ *Deliu v Connell* [2016] NZHC 361, [2016] NZAR 475 at [2].

Process

[53] It was initially proposed to conduct an Applicant Only hearing in person. However, Ms SP advised that she preferred a hearing by Zoom or telephone.

[54] A hearing was scheduled for 13 July 2023. Ms SP asked to be advised of the reasons for the hearing so that she could properly prepare.

[55] Ms SP was advised that the hearing was to give her and myself the opportunity to clarify her reasons for disagreeing with the Committee's determination.

[56] Ms SP continued her requests for 'precise information ... about what the exact purpose of the applicant only hearing'²² was.

[57] Ms SP was then provided with the option of the review being completed on the papers. She advised that after some thought, she did not wish to make oral submissions.

[58] This review has therefore been conducted on the papers with the consent of both parties.

Review

Fees / expenses / disbursements

[59] Ms SP has adopted a somewhat unusual procedure in formulating her invoice to Ms AQ, in that she has included a fee element in the items listed as 'expenses'. This enabled Ms SP to charge a fee (\$1,250) which did not represent the full return to her firm.

[60] An 'expense' is defined by the English Oxford Dictionary as "the charges, costs, items of outlay, incurred by a person in the execution of any commission or duty; 'money out of pocket'".

A 'disbursement' is defined as being the action of disbursing, which, in turn is defined as being "to pay out or defray (costs, expenses)".

[61] In each case, the term relates to costs required to be paid to a third party in the course of completing a client's instructions.

²² Email SP to LCRO (14 June 2023).

[62] In her Letter of Engagement,²³ Ms SP refers to “charges for disbursements (such as Court filing fees, registrations, duties/levies, local body fees) and travel expenses incurred ...”. These are items which fall within the dictionary definition of either a ‘disbursement’ or ‘expense.’

[63] Paragraph 6 of Ms SP’s terms and conditions, includes items such as ‘file opening fees’, ‘AML client due diligence checks’, ‘preparing undertakings’, ‘solicitor’s certificates’, and the like. These are not expenses, or disbursements as commonly understood, and defined.

[64] All of the items listed as an ‘expense’ in Ms SP’s invoice, other than the title search fee, are not payments that have been made to a third party. They are matters which would have been undertaken by Ms SP or her staff, to be taken into account when fixing the fee to be charged.

[65] Ms SP’s charge out rate is towards the high end of rates charged by lawyers in a general suburban practice such as Ms SP’s, and I concur with the Committee’s description of the inclusion in the bill of costs of these items, as amounting to ‘double recovery’.

[66] I also concur with the finding of the Committee that Ms SP has not provided clear and transparent information to Ms AQ as to the basis on which fees would be charged.

[67] The finding of unsatisfactory conduct by reason of the breach of rule 3.4 is confirmed.

[68] At no time did Ms SP advise Ms AQ that the additional costs included in the invoice as expenses would be charged. That is the misleading element of Ms SP’s conduct leading to the finding by the Committee of unsatisfactory conduct by way of a breach of r 10.9.

[69] Although intent is not necessarily a requirement for there to be a breach of r10.9, I acknowledge, and take note of, Ms SP’s willingness to change her billing practice.²⁴ In view of this expressed willingness to change, it is reasonable that the finding of unsatisfactory conduct for breach of the rule be reversed. However, additional orders are made to ensure that the changes are made.

²³ Letter SP to AQ (21 May 2021).

²⁴ Email SP to Lawyers Complaints Service (6 March 2022).

Regulation 29

[70] Regulation 29 provides that Standards Committees must not deal with a complaint if the bill of costs relates to a fee that does not exceed \$2,000 unless there are special circumstances that justify otherwise.

*“The Committee considered that the unusual nature of expenses charged by Ms SP was sufficient to justify the Committee’s inquiry into Ms SP’s Invoice.”*²⁵

[71] I do not disagree with that determination but do not consider it necessary to discuss the issue in detail as this decision rests on the finding of a breach of r 3.4.

Mediation

[72] Ms SP is critical of the Committee in that it did not ask the parties if they wished to mediate. It was suggested in the course of this Review that it proceed by way of an Applicant Only hearing, which Ms AQ may have attended if she wished. That would have presented an opportunity to endeavour to have the parties reach agreement. However, Ms SP advised that she did not feel comfortable in Ms AQ’s presence. This somewhat detracts from her objections to the Committee failing to offer mediation.

Respect and courtesy

[73] Rule 10.1 of the Conduct and Client Care Rules provides:

A lawyer must, when acting in a professional capacity, treat all persons with respect and courtesy.

[74] Ms AQ complained that Ms SP had been “extremely rude”. She acknowledges that Ms SP was not rude to her in their meetings, but she was concerned about Ms SP’s response when Ms AQ queried the invoice.

[75] There is no question that a lawyer is entitled to pursue recovery of outstanding fees but the immediacy and brusqueness of Ms SP’s responses to Ms AQ do not reflect a willingness to resolve Ms AQ’s complaint as referred to in paragraph 23 of the firm’s terms of engagement.

[76] This aspect of Ms SP’s conduct is also best dealt with by Ms SP changing her responses to similar situations in the future. As part of the orders made in this decision, I direct Ms SP to discuss with the Law Society Inspector her process for dealing with complaints, specifically complaints about fees. Her approach should also be somewhat

²⁵ Standards Committee determination, above n 7, at [17].

more conciliatory than displayed in this instance in the early days of a fee remaining unpaid.

[77] I acknowledge that such an Order does not flow from the finding of unsatisfactory conduct by reason of the breach of rule 3.4, but I trust Ms SP will accept this direction as representing a more constructive approach, than a finding of unsatisfactory conduct.

Decision

[78] Pursuant to s 211(1)(a) of the Lawyers and Conveyancers Act 2006:

- (a) The finding of unsatisfactory conduct by reason of the breach of r 3.4 is confirmed.
- (b) The finding of unsatisfactory conduct by reason of the breach of r 10.9 is reversed.
- (c) The orders of the Committee in [64](a) and (b) and of the Committee's determination are confirmed.
- (d) The fine imposed on Ms SP pursuant to s 156(1)(i) of the Act is reduced to \$1,250.
- (e) I have taken note of Ms SP's willingness to amend her billing practices.²⁶ The determination of the Committee is therefore modified to include the following order made pursuant to s 156(1)(l) of the Act:
 - (i) Ms SP is to make contact with the New Zealand Law Society Inspectorate and request advice about the format of her invoices so that items which are referred to as "expenses" in the invoice to Ms AQ are no longer included, but referred to as 'disbursements' and being the actual charge incurred by [law firm] in carrying out a client's instructions which have been paid to a third party.
 - (ii) Although it may not fall within the nature of advice that can be provided by the Inspectorate, I ask that whoever attends on Ms SP to carry out these requests discuss with her the complaints procedure implemented by her as referred to in paragraph 23 of the

²⁶ Email SP, above n 24.

firm's terms of engagement, with a view to providing an initial attempt to resolve complaints directly with clients.

- (iii) I express my gratitude to the Inspectorate in advance for assisting in this regard.

Publication

[79] Pursuant to s 206(4) of the Lawyers and Conveyancers Act 2006 I have directed the case manager to forward a copy of this decision to the New Zealand Law Society Inspectorate. It may also be necessary for Ms SP to provide the Inspectorate with a copy when complying with the Orders made in this decision.

[80] I also direct that an anonymised version of this decision be published on the website of this Office.

[81] I consider these orders for publication are necessary and desirable in the public interest, which includes an educative purpose for lawyers.

Costs

[82] In accordance with the Costs Orders Guidelines published by this Office, and pursuant to s 210 of the Lawyers and Conveyancers Act 2006, Ms SP is ordered to pay the sum of \$900 by way of costs to the New Zealand Law Society.

[83] Pursuant to s 215 of the Act, I confirm that the orders for costs are enforceable in the civil jurisdiction of the District Court.

DATED this 15TH day of AUGUST 2023

O Vaughan
Legal Complaints Review Officer

In accordance with s 213 of the Lawyers and Conveyancers Act 2006 copies of this decision are to be provided to:

Ms SP as the Applicant
Ms AQ as the Respondent
[Area] Standards Committee [X]
New Zealand Law Society

Schedule

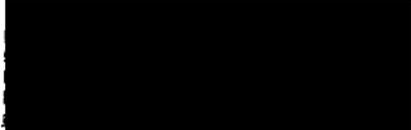
Total expenses**\$296.09**

Total fees	\$1,250.00
Total expenses	\$296.09
Total GST on fees	\$187.50
Total GST on expenses	\$44.41
Total New Charges	<u>\$1,778.00</u>
Net amount owing on this bill	<u>\$1,778.00</u>

Statement of Account

Description	Amount
Fees (including GST)	\$1,437.50
Expenses (including GST)	\$340.50
Net amount owing on this bill	<u><u>\$1,778.00</u></u>

E-MAILED



GST #: [REDACTED]

TAX INVOICE



Date: [REDACTED]

Matter number: [REDACTED]

Invoice number: [REDACTED]

RE: [REDACTED]

Fees

Our Services

Our final invoice for all of our personal, email, and telephone attendances to take your instructions regarding the preparation and execution of your will between 28 April 2021 and 29 July 2021; meeting with you on 28 April 2021 with [REDACTED] to take your instructions; transfer of our AML client due diligence carried out on another matter for you; receive and review your verbal and written instructions, names of beneficiaries, list of assets and distribution percentages (over multiple emails); receipt and review of your doctors letter as to your capacity; attendances to prepare and draft your will; attendances to alter the draft will due to a change in your instructions; providing you a draft will and our recommendations/advice for you to review and provide to your executor to review and comment; our attendances to further changes, and sending a further draft will to review; confirmation from you of the final will; meeting with you on 29 July 2021 with [REDACTED] and two independent witnesses and [REDACTED] to execute x 2 original wills at our offices; finalise all original documents for your will, enter an original will into our Deeds Register and provide you with an original will, along with an emailed certified copy for your executor, with covering letter & instructions, and proof of uplift of original document following our meeting with you on 29 July 2021; preparing our final reporting letter and invoice; along with our professional legal advice.

Our Fee

\$1,250.00

Expenses

Description	Amount
Company Searches [REDACTED]	\$45.00
Deeds Register - Create File Fee	\$65.00
Document Binding x 1	\$17.39
File Opening Fee - Postage, Stationery, Tolls, Photocopying, Scanning	\$85.00
LINZ Record of Title Search and Instruments - [REDACTED]	\$8.70
Solicitors Certification	\$75.00