

## **STANDARD TERMS OF ENGAGEMENT AND INFORMATION TO CLIENTS**

These Standard Terms of Engagement 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**

1.1 The services we are to provide for you are outlined in our engagement letter.

### **2 Fees**

2.1 The fees we will charge or the manner in which they will be arrived at, are set out in our engagement letter.

2.2 You will be asked to supply an initial deposit. If the costs of the work we do for you are less than the amount of deposit, the balance will be refunded to you. We may ask you for further deposits to meet subsequent costs.

2.3 We will issue interim bills at regular intervals (usually monthly).

2.4 We will issue a final bill at the time of completion of your instructions to us.

2.5 All bills are payable within 7 days of issue.

2.6 We reserve the right to charge you interest on any amount unpaid from 7 days after the date that the bill is issued at 15% per annum on a daily basis.

2.7 Where any bill remains unpaid after 7 days we reserve the right to discontinue provision of legal services to you until such time as your bill has been paid.

2.8 Legal action may be taken to recover any bills unpaid after two months. You will be liable for any legal/debt collection costs on a solicitor/client basis.

2.9 In providing our services we may incur disbursements or have to 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.

2.10 GST is payable by you on our fees and charges (unless lawfully exempted).

2.11 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.

### **3 Confidentiality**

3.1 We will hold in confidence all information concerning you or your affairs that we acquire during the course of 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
- (b) to the extent required by law or by the Law Society's Rules of Conduct and Client Care for Lawyers.

## **4 Termination**

- 4.1 You may terminate our retainer at any time.
- 4.2 We may terminate our retainer in any of the circumstances set out in the Law Society's Rules of Conduct and Client Care for Lawyers
- 4.3 If our retainer is terminated you must pay us all fees due up to the date of termination and all expenses incurred up to that date.

## **5 Retention of files and documents**

- 5.1 You authorise us (without further reference to you) to destroy all files and documents for this matter (other than any documents that we hold in safe custody for you) 7 years after our engagement ends, or earlier if we have converted those files and documents to an electronic format.

## **6 Conflicts of Interest**

- 6.1 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 Law Society's Rules of Conduct and Client Care for Lawyers.

## **7 Duty of Care**

- 7.1 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.

## **8 Trust Account**

- 8.1 We maintain a trust account for all funds which we receive from clients (except monies received for payment of our invoices). If we are holding significant funds on your behalf we will normally lodge those funds on interest bearing deposit with a bank. In that case we will charge an administration fee of 7.5% of the interest derived.

## **9 Communication**

- 9.1 Unless you advise to the contrary, your contact details will be included in our client communication database. From time to time we may provide you with newsletters and other communications that may be of interest to you.

## **10 General**

- 10.1 These Terms apply to any current engagement and also to any future engagement, whether or not we send you another copy of them.
- 10.2 We are entitled to change these Terms from time to time, in which case we will send you amended Terms.
- 10.3 Our relationship with you is governed by New Zealand law and New Zealand courts have non-exclusive jurisdiction.

## FURTHER INFORMATION FOR CLIENTS

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

### 11 Professional Indemnity Insurance

- 11.1 We hold professional indemnity insurance that meets or exceeds the minimum standards specified by the Law Society. We will provide you with particulars of the minimum standards on request.

### 12 Lawyers' Fidelity Fund

- 12.1 The Law Society maintains the Lawyers' Fidelity Fund for the purpose of providing clients of lawyers with protection against pecuniary loss arising from theft by lawyers. The maximum amount payable by the Fidelity Fund by way of compensation to an individual claimant is limited to \$100,000. Except in certain circumstances specified in the *Lawyers and 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.

### 13 Complaints

- 13.1 We maintain a procedure for handling any complaints by clients, designed to ensure that a complaint is dealt with promptly and fairly.
- 13.2 If you have a complaint about our services or charges, you may refer your complaint to the person in our firm who has responsibility for your work.
- 13.3 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 Peter Cullen, a Partner of **Cullen – The Employment Law Firm**.
- 13.4 If your complaint concerns Peter Cullen and you do not wish to refer your complaint to him, or you are not satisfied with his response to your complaint, you may refer your complaint to David Burton, another Partner at **Cullen – The Employment Law Firm**. If you remain unsatisfied with our response, you may refer your complaint to Mr Sam Perry, a Partner at Brandons Lawyers. His contact details are:
- by letter at PO Box 36 Wellington 6140
  - by email at sam.perry@brandons.co.nz
  - by telephoning him at (04) 498 3560
- 13.5 The Law Society operates the Lawyers Complaints Service and you are able to make a complaint to that service. To do so, phone **0800 261 801** and you will be connected to the nearest Complaints Service Office, which can provide information and advice about making a complaint.

## **14 Client Care and Service**

The Law Society client care and service information is set out below.

Whatever legal services your lawyer 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 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 **[www.lawsociety.org.nz](http://www.lawsociety.org.nz)** or call **0800 261 801**.

## **15 Limitations on extent of our Obligations or Liability**

- 15.1 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.