

# 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 both otherwise agree.

## 1. Services

1.1 Before we undertake any significant work on a matter, we may, depending on the nature of the instruction, first need to ensure that no conflict of interest arises or may arise (this may entail you being prepared to disclose sufficient information to enable this determination to be made). We will advise you if such a conflict does exist and seek to resolve this in accordance with our protocols in this regard. Once we have determined that we can take your instruction, we will advise you of the person who will have overall responsibility for the work. Other personnel in our firm will be used as appropriate. Our objective is to ensure that each matter is handled efficiently.

1.2 Before we undertake any significant work on a matter, we may also agree with you the scope of that work (for example, in a specific engagement or estimate letter).

## 2. Financial

### 2.1 Fees:

(a) Unless we both otherwise agree in relation to a particular engagement, our fees will be determined taking into account the hourly rates of the personnel within our firm who have worked on the matter, and other factors set out in rule 9.1 of the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008. These other factors include:

- (i) the complexity of the matter;
- (ii) the skill, specialised knowledge and responsibility required;
- (iii) the results achieved;
- (iv) the urgency and circumstances in which the matter is undertaken;
- (v) the degree of risk assumed, including the amount or value involved; and
- (vi) the possibility that the acceptance of a particular engagement will preclude engagement by other clients.

(b) We will give estimates of likely fees for a matter if requested. Where an

estimate is given, it is a guide only, based on our experience of similar matters.

(c) An estimate is also given on the basis of the scope of work and any assumptions set out in the relevant estimate. If we think an estimate may be exceeded (for example, where further work is required or assumptions are not correct) we will advise you as soon as reasonably practicable. Any estimate given is exclusive of GST and expenses.

2.2 **Expenses:** We do not charge for office services (such as routine photocopying), but do charge for actual out of pocket expenses.

2.3 **GST:** GST (if any) is payable by you on our fees.

2.4 **Invoices:** Unless we both otherwise agree in relation to a particular engagement, we will send interim invoices to you, usually monthly and on completion of a matter, or on termination of our engagement. We may also send you an invoice when we incur a significant expense.

2.5 **Payment:** Invoices are payable within 14 days of the date of the invoice, unless alternative arrangements have been made with us. We may require interest to be paid on any amount which is more than 7 days overdue.

2.6 **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.

## 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.

3.2 Confidential information concerning you will as far as practicable be made available only to those within our firm who are providing legal services for you.

3.3 We will not disclose to you confidential information which we have in relation to any other client.

## 4. Termination

4.1 You may terminate our engagement at any time.

4.2 We may terminate our engagement in any of the circumstances set out in the Law Society's Rules of Conduct and Client Care for Lawyers.

4.3 If our engagement 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:

- (a) destroy all physical files and documents for a matter, provided we have converted those files and documents to an electronic format; and
- (b) destroy all files and documents (physical or in electronic format) for a matter 7 years after our engagement ends.

5.2 This does not apply to documents which by agreement we hold in safe custody for you.

## 6. Conflicts of interest

6.1 We have procedures in place to identify and respond to conflicts of interest should they arise. 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 and our internal protocols in relation to such issues.

## 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 do not maintain a trust account.

## 9. General

9.1 We may change these Terms from time to time. Our current terms at any particular time will be available on our website.

9.2 Our relationship with you is governed by New Zealand law and New Zealand courts have exclusive jurisdiction.

# 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**)

## 1. Fees

1.1 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.

## 2. Professional indemnity insurance

2.1 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 upon request.

## 3. Lawyers' Fidelity Fund

3.1 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.

## 4. Complaints

4.1 We maintain a procedure for handling any complaints by clients, designed to ensure that a complaint is dealt with promptly and fairly.

4.2 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.

4.3 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 Laurie Mayne, Partner.

4.4 He may be contacted as follows:

- (a) by letter;
- (b) by email at [laurie.mayne@maynewetherell.com](mailto:laurie.mayne@maynewetherell.com); or
- (c) by telephoning him at +64 9 921 6002.

4.5 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.

## 5. Persons responsible for the work

5.1 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.

## 6. Client care and service

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

6.2 Whatever legal services your lawyer is providing, he or she must:

- (a) Act competently, in a timely way, and in accordance with instructions received and arrangements made.
- (b) Protect and promote your interests and act for you free from compromising influences or loyalties.
- (c) Discuss with you your objectives and how they should best be achieved.
- (d) Provide you with information about the work to be done, who will do it and the way the services will be provided.
- (e) Charge you a fee that is fair and reasonable and let you know how and when you will be billed.
- (f) Give you clear information and advice.
- (g) Protect your privacy and ensure appropriate confidentiality.
- (h) Treat you fairly, respectfully and without discrimination.
- (i) Keep you informed about the work being done and advise you when it is completed.
- (j) Let you know how to make a complaint and deal with any complaint promptly and fairly.

6.3 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.

6.4 If you have any questions, please visit [www.lawsociety.org.nz](http://www.lawsociety.org.nz) or call 0800 261 801.

## 7. Limitations on extent of our obligations or liability

7.1 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.