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Information for clients and Agreement for Legal Services

- 1 **Instructions:** The Firm accepts your instructions and the scope of the envisaged work and the name of the person at the firm who would be handling the matter are set out in the Letter of Engagement
- 2 **Client Care:** In providing the required services the Firm and each of its lawyers shall, subject to its duties to the Courts and the justice system, act as follows:-
 - 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 if the instructions are of the sort where you may be eligible for legal aid and if so whether the firm is prepared to undertake the work in the instructions if paid by legal aid.
 - Let you know how to make a complaint and deal with any complaint promptly and fairly.
- 3 **Confidentiality:** We will hold in confidence all information concerning your business or affairs that we acquire during the course of acting for you. We will not disclose any of this information except to carry out your instructions or where required or permitted by law or where you expressly or by implication authorizes us to do so.
- 4 **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 *Law Society's Rules of Conduct and Client Care for Lawyers*.
- 5 **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.
- 6 **Trust Account:** 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 and your instructions to us include the authority to do so.

7 **Termination**

- (i) You may terminate our retainer at any time.
- (ii) 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*
- (iii) If our retainer is terminated you must pay us all fees and expenses due up to the date of termination.

8. **Retention of files and documents:** 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) 10 years after our engagement ends, or earlier if we have converted those files and documents to an electronic format.

9 **Complaints:** The Firm has a complaints procedure. Any complaint you may have about the Firm's dealings with you must be made to Poi Teei, Principal, who will then discuss the complaint with you at the earliest opportunity.

If you are dissatisfied with the outcome of the initial discussion, then you must write to the Firm setting out your complaint and reasons for dissatisfaction, as well as your reasoned proposal for resolution of the complaint.

On receipt of a written complaint, Poi Teei, will carefully consider the claim, interview the applicable practitioner at the Firm, study the file and any other relevant documents and then, if appropriate, invite you to discuss the complaint with the view of reaching an acceptable resolution. Whatever the outcome Poi Teei will confirm in writing any resolution reached; alternatively will write to you confirming the Firm's attitude with regard to your complaint.

If you are not satisfied with the Firm's complaint procedures, you have the right to lodge a written complaint with the New Zealand Law Society's complaints service the details for which you will find on www.adls.org.nz.

10 **Fees:** By providing the instructions to the firm you accept liability for the payment of all the fees and disbursements relating to the matter.

The fees will be charged in accordance with the guidelines contained in the *Rules of Conduct and Client Care of the New Zealand Law Society* which entitles the firm to consider amongst other things, the following:

- The time and labour spent;
- The skill, specialised knowledge and responsibility required;
- The importance of the matter to you and the results achieved;
- The urgency and circumstances in which the work is undertaken and any time limits, including time limits imposed by you;
- The degree of risk assumed by the firm in undertaking the services including the amount or value of any property involved;
- The complexity of the matter and the difficulty or novelty of the questions involved;
- The experience, reputation and ability of the personnel carrying out the work;
- The possibility that the acceptance of the instructions will preclude employment of the firm by other clients;
- The reasonable costs of running a law practice.

In matters of a standard nature we may apply a standard fee provided that the matters can be finalized with the work involved limited to what would normally be required in a matter of that nature. Should the matter require additional work such will be charged on a time and attendance basis at the solicitor's rate. In matters where we do not apply a standard fee we will provide you with a best estimate figure. Details of

our standard rate, the solicitor's charge rate and any best estimate figure are contained in the Engagement Letter

- 11 **Invoices:** We will send interim invoices to you, usually monthly or bi-monthly and on completion of the matter, or termination of our engagement. We may also send you an invoice when we incur a significant expense.
- 12 **Payment:** Invoices are payable within 14 days of the date of the invoice, unless alternative arrangements have been made with us. Interest will be charged on amounts which are more than 7 days overdue. Interest will be calculated at the rate of 15% per annum. Overdue accounts will be handed over to debt collecting agencies for collection and all costs incurred (including debt collector charges) are payable by you.
- 13 **Security:** We may request you to pre-pay amounts to us (or to provide some form of security) to cover our fees and expenses. You authorise us 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.
- 14 **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.
- 15 **Professional Indemnity Insurance:** We hold professional indemnity insurance that meets the minimum standards specified by the Law Society. We will provide you with particulars of the minimum standards upon request.
- 16 **Lawyers' Fidelity Fund:** If the instructions involve or result in the Firm being entrusted by the Client with money or other valuable property, the Client is protected by the Lawyers' Fidelity Fund if the money or property is taken by theft by the Firm or any of its employees or agents. Claims on that Fund are limited to \$100,000 for any one theft.
- 17 **Limitations on extent of our Obligations or Liability:** Kindly note that we do not provide investment, financial or tax advice and accept no liability in respect of the investment, financial or tax consequences related to the legal services we render. 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.
- 18 **General**
 - (i) We are entitled to change these Terms from time to time, in which case we will send you amended Terms.
 - (ii) Our relationship with you is governed by New Zealand law and New Zealand courts have non-exclusive jurisdiction.
 - (iii) This document is to be read with the Letter of Engagement to which it is attached and together this document and the letter will constitute the agreement between you and the Firm.

Sign

Date