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## **Terms of Engagement (Information for Clients for Legal Services)**

**The Client:** \_\_\_\_\_

### **1 General**

- 1.1 These Standard Terms of Engagement (Terms) apply to any current engagement and also 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. Our relationship with you is governed by New Zealand law and New Zealand courts have exclusive jurisdiction.

### **2 Services**

- 2.1 The services we are to provide for you (the Services) are outlined in our letter of engagement along with any further instructions that you provide to us in writing (or that we record in writing). The letter of engagement will be sent to you after any initial appointment unless further information is to be provided by you in which case the letter of engagement will be sent once we have all information to allow us to carry out your instructions.
- 2.2 In order to provide you with efficient advice and services and to provide the most cost-effective service, it may be that part or all of your instructions will be delegated to other professionals in our firm.

### **3 Proof of identity and personal details**

- 3.1 In keeping with its responsibilities under various rules and regulations, the Firm is required to positively identify a client. Clients are therefore required to provide proof of identity in the form of a passport or New Zealand drivers licence or other New Zealand government issued photo identification. Proof of a current New Zealand address may also have to be provided.

### **4 Communications**

- 4.1 We will obtain from you contact details, including email address, postal address and telephone numbers. We may provide documents and other communications to you by email (or other electronic means). You will advise us if any of your contact details change.
- 4.2 We will report to you periodically on the progress of any engagement and will inform you of any material and unexpected delays, significant changes or complications in the work being undertaken. You may request a progress report at any time.

- 4.3 You agree that we may provide you from time to time with other information that may be relevant to you, such as newsletters and information bulletins. At any time you may request that this not be sent to you.

## 5 Financial

- 5.1 **Fees:** The basis upon which we will charge our fees is set out in our engagement letter.
- (a) If the engagement letter specifies a fixed fee, we will charge this for the agreed scope of the Services. Work which falls outside that scope will be charged on an hourly rate basis. We will advise you as soon as reasonably practicable if it becomes necessary for us to provide services outside of the agreed scope and, if requested, give you an estimate of the likely amount of the further costs.
  - (b) Where our fees are calculated on an hourly basis, the hourly rates of the people we expect to undertake the work are set out in our engagement letter. Any differences in those rates reflect the different levels of experience and specialisation of our professional staff. Time spent is recorded in six-minute units.
  - (c) Hourly fees may be adjusted (upwards or downwards) to ensure the fee is fair and reasonable to take into account matters such as the complexity, urgency, value and importance of the Services. Full details of the relevant fee factors are set out in Rule 9 of the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008 (Rules).
- 5.2 **Disbursements and Third Party Expenses:** In providing the Services we may incur disbursements and payments to third parties on your behalf. Where a disbursement is or will be over \$100.00 inclusive of GST, the client must pay that disbursement in advance. This includes court filing fees. We do not accept any responsibility for any delays caused by the late payment of any disbursements. Where disbursements are less than \$100.00 plus GST and we agree to pay this on the behalf of the client then you authorise us to incur these disbursements (which may include such items such as search fees, registration fees and travel and courier charges) which are reasonably necessary to provide the Services. You also authorise us to make payments to third parties on your behalf which are reasonably required to undertake the Services (which may include items such as experts' costs or counsel's fees). These will be included in our invoice to you, shown as "disbursements" when the expenses are incurred (or in advance when we know we will be incurring them on your behalf).
- 5.3 **Office Service Charge Fee (Administrative expenses):** In addition to disbursements, we will charge an office fee of \$110.00 inclusive GST to cover out of pocket costs which are not included in our fee and which are not recorded as disbursements. These include items such as photocopying, printing, postage, phone calls and storage of closed files held in a secure off-site facility (see paragraph [7] regarding requirement to hold client files). For larger files, additional fees may be incurred if they attract additional storage fees due to their size or where there is a large number of photocopying, mobile telephone calls and emails. This will be communicated to the client if applicable.
- 5.4 **GST:** Our services will usually attract Goods and Services Tax (GST). If this is the case, GST is payable by you on our fees and charges.

- 5.5 **Invoices:** We will send interim invoices to you, usually monthly, and on completion of the matter or termination of our engagement. We may send you invoices more frequently when we incur a significant expense or undertake a significant amount of work over a shorter period of time.
- 5.6 **Payment:** Invoices are payable within 14 days of the date of the invoice unless alternative arrangements have been made with us.
- (a) You authorise us to deduct our fees and other expenses from funds held in our trust account on your behalf on provision of an invoice to you unless those funds are held for a particular purpose.
  - (b) If you have difficulty in paying any of our accounts, please contact us promptly so that we may discuss payment arrangements.
  - (c) If your account is overdue we may:
    - (i) require interest to be paid on any amount which is more than 14 days overdue, calculated at the rate of 8% above the overdraft rate that our firm's main trading bank charges us for the period that the invoice is outstanding;
    - (ii) stop work on any matters in respect of which we are providing services to you;
    - (iii) require an additional payment of fees in advance or other security before recommencing work;
    - (iv) recover from you in full any costs we incur (including on a solicitor/client basis) in seeking to recover the amounts from you, including our own fees and the fees of any collection agency.
  - (d) Payment may be made directly into the Firm's trust account, Teei & Associates, Lawyers, ANZ 06-0185-0507720-05. Please ensure that you enter the invoice number when you make payment.
- 5.7 **Fees and disbursements in advance:** We may ask you to pre-pay amounts to us or to provide security for our fees and expenses. We may do this, on reasonable notice, at any time. Where there is delay in complying with your instructions due to the non-payment of a disbursement or fees, that will your responsibility and risk.
- 5.8 **Estimates:** You may request an estimate of our fee for undertaking the Services at any time. If possible we will provide you with an estimate (which may be a range between a minimum and a maximum amount or for a particular task or step). An estimate is not a quote. Any significant assumptions included in the estimate will be stated and you must tell us if those assumptions are wrong or change. We will inform you if we are likely to exceed the estimate by any substantial amount. Unless specified, an estimate excludes GST, disbursements and expenses.
- 5.9 **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, you remain responsible for payment to us in accordance with these Terms if the third party fails to pay us.

5.10 **Trust Accounting:** We operate a trust account. All money received from you or on your behalf will be held to your credit in our trust account.

- (a) Payments out of the trust account will be made either to you or to others with your authority. Written authorisation from you (and if we are acting for more than one of you, from all of you) will be required when payment is to be made to a third party. Before making a payment to another account we may require verification of the account details by provision of (for example) a copy of a deposit slip, cheque or bank statement showing the account number, a signed authority from you including the bank account details or a signed letter from the relevant financial institution providing bank account details.
- (b) A full record of our trust account is kept at all times. A statement of trust account transactions detailing funds received and payments made on your behalf will be provided to you periodically and at any time upon your request.
- (c) Unless it is not reasonable or practicable to do so, when we hold significant funds for you for more than a short period of time, we will place them on call deposit with a bank registered under section 69 of the Reserve Bank of New Zealand Act 1989, subject to you having completed, to the bank's satisfaction, any request for information relating to the deposit or certification required by the bank. Interest earned from call deposits, less withholding tax and an interest administration fee payable to us of 6% of the interest, will be credited to you.

## 6 Confidentiality and Personal Information

6.1 **Confidence:** 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) as expressly or impliedly agreed by you; or
- (c) as necessary to protect our interests in respect of any complaint or dispute; or
- (d) to the extent required or permitted by law which includes the rules and regulations relating to personal and corporate insolvency rules.

6.2 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.

6.3 **Personal information and Privacy:** In our dealings with you we will collect and hold personal information about you. We will use that information to carry out the Services and to make contact with you about issues we believe may be of interest to you. Provision of personal information is required before we can act for you.

6.4 Subject to clause 6.1, you authorise us to disclose, in the normal course of performing the Services, such personal information to third parties for the purpose of providing the Services and any other purpose set out in these Terms.

- 6.5 We may disclose your name and address to third parties such as credit agencies to perform a credit reference or to undertake credit management or collection processes if it is reasonable to do so.
- 6.6 The information we collect and hold about you will be kept at our offices and/or at secure file storage sites (including electronic file storage sites) elsewhere. If you are an individual, you have the right to access and correct this information. If you require access, please contact our staff who will liaise with the person responsible for your file.
- 6.7 **Verification of identity:** The Financial Transactions Reporting Act 1996 requires us to collect from you and to retain information required to verify your identity. We may therefore ask you to show us documents verifying your identity (such as a passport or driver's licence). We may retain copies of these documents. We may perform such other customer verification checks as to your identity and checks as to the source of any funds associated with any transaction to which the Services relate as we consider to be required by law.

## **7 Documents, Records and Information**

- 7.1 We will keep a record of all important documents which we receive or create on your behalf on the following basis:
- (a) We may keep a record electronically and destroy originals (except where the existence of an original is legally important such as in the case of wills and deeds).
  - (b) At any time, we may dispose of documents which are duplicates or which are trivial (such as emails which do not contain substantive information) or documents which belong to us.
  - (c) We are not obliged to retain documents or copies where you have requested that we provide them to you or to another person and we have done so although we are entitled to retain copies for our own records if we wish to do so.
- 7.2 We will provide to you, on request, copies or originals (at our option) of all documents to which you are entitled under the Privacy Act 1993 or any other law. We may charge you our reasonable costs for doing this.
- 7.3 Where we hold documents that belong to a third party you will need to provide us with that party's written authority to uplift or obtain a copy of that document.
- 7.4 Unless you instruct us in writing otherwise, you authorise us and consent to us (without further reference to you) to destroy (or delete in the case of electronic records) all files and documents in respect of the Services (7) years after our engagement ends (other than any documents that we hold in safe custody for you or are otherwise obliged by law to retain for longer such as documents on a conveyancing file which we may be required to hold for (10) years. We may retain documents for a longer period at our option.
- 7.5 We may, at our option, return documents (either in hard or electronic form) to you rather than retain them. If we choose to do this, we will do so at our expense.

- 7.6 We own copyright in all documents or work we create in the course of performing the Services but grant you a non-exclusive licence to use and copy the documents as you see fit for your own personal or commercial use. However, you may not permit any third party to copy, adapt or use the documents without our written permission.

## **8 Conflicts of Interest**

- 8.1 We are obliged to protect and promote your interests to the exclusion of the interests of third parties and ourselves as set out in the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008 (Rules). This may result in a situation arising where we have a conflict of interest.

- 8.2 We have procedures in place to identify and respond to conflicts of interest or potential 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. This may mean we cannot act for you further in a particular matter and we may terminate our engagement.

## **9 Duty of Care**

- 9.1 Our duty of care is to you and not to any other person. We owe no liability to any other person including for example any directors, shareholders, associated companies, trustees, employees or family members unless we expressly agree in writing. We do not accept any responsibility or liability whatsoever to any third parties who may be affected by our performance of the Services or who may rely on any advice we give except as expressly agreed by us in writing.

- 9.2 Our advice is not to be referred to in connection with any prospectus, financial statement or public document without our written consent.

- 9.3 Our advice is opinion only based on the facts known to us and on our professional judgement and is subject to any changes in the law after the date on which the advice is given. We are not liable for errors in or omissions from any information provided by third parties.

- 9.4 Our advice relates only to each particular matter in respect of which you engage us. Once that matter is at an end, we will not owe you any duty or liability in respect of any related or other matters unless you specifically engage us in respect of those related or other matters.

- 9.5 Unless otherwise agreed, we may communicate with you and with others by electronic means. We cannot guarantee that these communications will not be lost or affected for some reason beyond our reasonable control. We will not be liable for any damage or loss caused thereby.

## **10 Limitations on our Obligations or Liability**

- 10.1 To the extent allowed by law, our aggregate liability to you (whether in contract, tort, equity or otherwise) in connection with our Services is limited to the amount available to be payable under the Professional Indemnity Insurance held by the firm.

## **11 Limitations of obligations or liability**

- 11.1 The Firm does not provide investment, financial or tax advice and accepts no liability in respect of investment, financial or tax consequences related to the legal services provided.

## **12 Limited Scope Retainers**

### **Law Help Scheme**

- 12.1 The Firm does not offer free legal advice. It does however offer legal advice under our Law Help scheme. The purpose of the scheme is to allow a client to meet on a one-off basis with a lawyer in the Firm. This meeting is limited to (20) twenty minutes for which a one-off fee of \$80.00 inclusive GST will be charged. That payment must be made before the commencement of that meeting. If the (20) twenty minute time period is exceeded, we are entitled to charge our standard hourly rate for the total time exceeded.
- 12.2 The advice provided under Law Help is limited to the information provided to the lawyer by the client at that meeting. It is the client's responsibility to bring all relevant information to that meeting. There is no follow up by the lawyer or the Firm once the meeting has concluded. Neither the lawyer nor the Firm will undertake any telephone enquiries or correspond with any other party either during or after the meeting in relation to instructions received from the client.
- 12.3 Any photocopying or the printing of emails undertaken at the request of the client will attract a fee of \$0.50 cents per page which must be paid prior to any photocopying or printing being undertaken.
- 12.4 Neither the lawyer nor the Firm will undertake any work on behalf of the client after the initial appointment. An invoice will be prepared and sent to the client with confirmation that the file has been closed.
- 12.5 Should the client, at the end of the meeting, instruct the Firm to act then a letter of engagement will be sent to the client at the end of that initial appointment as set out under the terms of this document.
- 12.6 A client may require a further one-off meeting with a lawyer but that will be charged at the rate of \$80 plus GST and will carry the same conditions as the first meeting.
- 12.7 A client may not use the Law Help Scheme more than twice within a period of (12) twelve calendar months from the first meeting.

### **Family Legal Advice Service (FLAS)**

- 12.8 Under this service, a lawyer from the Firm will meet once with a client and will provide initial advice and information where there is a dispute involving the care of children.
- 12.9 This service is only available to those who meet the eligibility test which is similar to the test that applies when a person applies for legal aid.

- 12.10 The lawyer will also, if required, register the client on the online Family Dispute Resolution Service (FDR) and will assist the client to make contact with a Parenting Through Separation program provider and/or mediation services. The lawyer may also assist clients with the preparation of the initial court documents or the response to any applications served on a client.
- 12.11 Where a client meets the eligibility test then legal fees are fixed and will be met by the Ministry of Justice. If a client does not meet the eligibility test then legal fees will be charged at our standard hourly rate for the initial interview and any subsequent appointments.
- 12.12 Photo identification is required for all matters under FLAS.

### **13 Legal Aid**

- 13.1 Legal aid may be available to clients who qualify. If a client wishes to apply for legal aid, we will assist the client prepare the legal aid application and will file that document on behalf of the client. The client must provide all relevant information that we may request to allow the legal aid application to be prepared and filed without delay and/or to check eligibility for a grant of legal aid.
- 13.2 A user charge of \$50.00 inclusive GST is to be paid to the Firm when a legal aid application is prepared and/or before it is filed. If legal aid is granted, this sum will be deducted from any grant of legal aid. If legal aid is not granted, the Firm will hold this sum and will deduct that from any costs incurred by the firm for work that may have been undertaken on behalf of the client including the preparation of the legal aid application. There will be limited cases where the \$50.00 user charge will be waived. We will confirm if this fee is likely to be waived by the Legal Services Commissioner.
- 13.3 Aside from preparing the legal aid application, we will not undertake any other work on a client's file until legal aid has been approved.
- 13.4 The legal aid application will set out details about legal aid which includes the repayment of any grant of legal aid and the requirement, if any, for a charge to be registered against any property owned by or in which the client may have an interest.
- 13.5 If legal aid is not granted or available, then costs will be charged at our standard hourly rate which will be discussed with the client.
- 13.6 Our firm is approved to undertake legal aid work in Family Court proceedings, Civil proceedings and ACC (Accident Compensation Act 2001).

### **14 Termination**

- 14.1 You may terminate our retainer at any time.
- 14.2 We may terminate our retainer in any of the circumstances set out in the Rules including the existence of a conflict of interest, non-payment of fees including the payment of disbursements and failure to provide instructions.
- 14.3 If our retainer is terminated you must pay us all fees, disbursements and expenses incurred up to the date of termination.

**15 Feedback and Complaints**

- 15.1 Client satisfaction is one of our primary objectives and feedback from clients is helpful to us. If you would like to comment on any aspect of the service provided by us including how we can improve our service, please contact the lawyer responsible for your file.
- 15.2 If you have any concerns or complaints about our services, please raise them as soon as possible with the person to whom they relate. They will respond to your concerns as soon as possible. If you are not satisfied with the way that that person has dealt with your complaint, please raise the matter with the principal of the Firm, Poi Teei. He may be contacted by email or [pteei@teeilaw.com](mailto:pteei@teeilaw.com) or (09) 837 3207. We will endeavour in good faith to resolve the matter with you in a way that is fair to all concerned.
- 15.3 If you are not satisfied with the way we have dealt with your complaint, the New Zealand Law Society has a complaints service to which you may refer the issue. You can call the 0800 261 801 number for guidance, lodge a concern or make a formal complaint. Matters may be directed to the Lawyers Complaints Service, PO Box 5041, Wellington 6140 or email [complaints@lawsociety.org.nz](mailto:complaints@lawsociety.org.nz). To lodge a concern visit [www.lawsociety.org.nz/for-the-community/lawyers-complaints-service/concerns-form](http://www.lawsociety.org.nz/for-the-community/lawyers-complaints-service/concerns-form). To make a formal complaint visit [www.lawsociety.org.nz/for-the-community/lawyers-complaints-service/how-to-make-a-complaint](http://www.lawsociety.org.nz/for-the-community/lawyers-complaints-service/how-to-make-a-complaint).

**16 Acknowledgement and receipt**

- 16.1 There is no requirement for a client to sign this document other than as provided under clauses 12.5 which may be handed to a client at the initial interview or sent to the client if instructions have been received from the client by telephone, email or otherwise.

A copy of this document was handed or sent to the client on the .....

I/We acknowledge receipt of a copy of this document:

Name:.....

Signature: .....

Date: .....

## **A range of our services**

- Adoption
- ACC Disputes (Accident Compensation)
- Buying Property – Apartments, Houses, Farm and Commercial
- Civil and Criminal Court Appearances
- Estates
- Employment – Agreements – Mediation – Tribunal
- Family Court Appearances
- Family Trusts
- Immigration – Visitor, Work, Residence Visas
- Legal Aid – Civil and Family
- Power of Attorney
- Parenting Applications
- Protection Order Applications
- Relationship Property Agreements
- Selling Property – Apartments, Houses, Farm and Commercial
- Traffic
- Work Licences
- Wills

## **Languages spoken**

- English
- Cook Island Maori
- Hindi
- Marathi
- Konkani