

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, and in our term of engagement. When payment of fees is to be made is set out in our Standard Terms of Engagement.
- 1.2 We may deduct from any funds held on your behalf in our trust account any fees, expenses or disbursements for which we have provided an invoice.

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 purposes 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 & 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 lawyer acting for you.
- 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 the directors of the firm.
- 4.4 They may be contacted as follows:
 - by letter;
 - by email to rohan@familylawspecialists.co.nz,
 - by telephoning 04-2374063 and requesting to speak to one of the directors.
- 4.5 The Law Society also maintains a complaints service and you are able to make a complaint to that service.

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.
 - 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 ask us or contact the Law Society.

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.

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 otherwise agree with you in writing.

8. Services:

- 8.1 The services which we are to provide for you are outlined in our engagement letter.

9. Financial:

- 9.1 **Fees:** The fees which we will charge or the manner in which they will be arrived at, are set out in our engagement letter. If we agree to act for you on the basis that you wish to apply legal aid, you remain liable to meet our fees on a private basis unless legal aid is granted. If legal aid is refused or withdrawn you will be liable to meet our fees on a private basis. If legal aid is granted you will be advised by the Ministry of Justice about the basis upon you will be required to contribute to costs. You will receive copies of any invoice rendered by us to the Ministry of Justice after legal aid is granted.

Unless we advise to the contrary in our letter of engagement, time spent doing work for you will incur fees calculated on an hourly basis. At present the hourly rates at which time is recorded are:

- Directors \$300.00 per hour plus GST
- Associates \$275.00 per hour plus GST
- Solicitor \$250.00 per hour plus GST
- Staff solicitor \$175.00 per hour plus GST
- Legal Executive \$180.00 per hour plus GST

The differences in those rates reflect the experience and specialisation of our professional staff. Time spent is recorded in 6 minute units, with time rounded up to the next unit of 6 minutes.

We also charge a fee for office expenses. This is usually rendered at the same time an invoice for professional services. This charge will usually be \$30 per invoice and covers telephone, fax, postage and normal photocopy charges. Where a significant amount of photocopying is required (usually in litigation matters) a higher fee may be charged.

Where the work we do for you requires us to register instruments using the Land Information New Zealand Landonline service we will charge a fee of \$20 which is an edealing compliance fee. This fee is to cover costs of LINZ licensing and the requirement to retain records for LINZ purposes for 10 years. This fee will only be

charged once for each matter, regardless of the number of instruments required to be registered.

Where it is necessary for professional staff to travel in the course of carrying out your instructions time will be recorded at one half of the rate otherwise applicable.

- 9.2 **Disbursements and retrievals:** In providing 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. Disbursements incurred may include travel costs such as airfares or mileage for travel necessary in the course of carrying out your instructions. Mileage will be charged at the current rate per kilometre approved by IRD.
- 9.3 **GST (if any):** Is payable by you on our fees and charges.
- 9.4 **Invoices:** We will send interim invoices to you, usually 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.
- 9.5 **Payment:** Invoices are payable when they are issued, unless alternative arrangements have been made with us. We may require interest to be paid on any amount which is more than 30 days overdue. Interest will be calculated at the rate of 2% above our firm's main trading bank's 90-day bank bill buy rate as at the close of business on the date payment became due. If we experience difficulty or delay in being paid we reserve the right to do no further work to progress your file until all outstanding accounts are paid. We may also require a retainer (fees paid in advance) before commencing any further work on your behalf.
- 9.6 **Security and payment from trust account funds:** 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. We may ask you to pre-pay amounts to us, or to provide security for our fees and expenses.
- 9.7 **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.
- 9.8 **Collection Fee:** If our accounts are unpaid and suitable payment arrangements have not been made, your account will be referred to our Debt Collection Agency who will be instructed to recover the debt on our behalf. Please note that you will be responsible for all costs incurred in recovering your outstanding debt, including but not limited to administration costs charged by our firm.
- 9.9 If we are required to instruct our Debt Collection Agency to recover your outstanding debt, we will instruct them to register a default against your name which will adversely affect your credit rating.

10 **Confidentiality:**

- 10.1 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*; or
 - (c) to the extent authorised or directed by you.
- 10.2 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.
- 10.3 We will of course, not disclose to you confidential information which we have in relation to any other client.

11. **Termination:**

- 11.1 You may terminate our retainer at any time.
- 11.2 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*
- 11.3 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.

12. **Retention of files and documents:**
 - 12.1 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.
13. **Conflicts of Interest:**
 - 13.1 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*.
14. **Duty of Care:**
 - 14.1 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.
15. **Trust Account:**
 - 15.1 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 may charge an administration fee of 5% of the interest derived.
16. **General:**
 - 16.1 These Terms apply to any current engagement and also to any future engagement, whether or not we send you another copy of them.
 - 16.2 Our terms are available to view on our website familylawspecialists.co.nz. We are entitled to change these Terms from time to time, in which case the updated terms will be available on our website.
 - 16.3 Our relationship with you is governed by New Zealand law and New Zealand courts have non-exclusive jurisdiction.