



LAST UPDATED AUGUST 2021

Terms of engagement and client care information

Our terms of engagement and client care information describe the basis on which we will do work for you and includes information that we are required to provide to you under the New Zealand Law Society's Rules of Conduct and Client Care for Lawyers.

When these terms of engagement apply

These terms of engagement apply to any current or future matter you instruct us on unless we agree otherwise in writing. There is no need for you to sign this document to accept our terms of engagement; you will accept them by continuing to instruct us to work for you.

Our duty of care

Our duty of care is to you (the person named in our letter of engagement) unless agreed otherwise.

Our obligations to you (client care information)

The obligations we owe to you are described in the Rules of Conduct and Client Care for Lawyers and we are required to inform you of these (if you have any questions, please visit www.lawsociety.org.nz or call 0800 261 801). Subject to any overriding duties we owe, including duties to the courts and to the justice system, we will

- act competently, promptly, and according to your instructions
- protect and promote your interests free from any conflict
- discuss with you your objectives and how they should best be achieved
- provide you with information about the work we will do, who will do it, and how it will be done
- charge you a fee that is fair and reasonable
- give you clear information and advice
- protect your privacy and ensure appropriate confidentiality
- treat you fairly, respectfully, and without discrimination
- keep you updated about the work being done and advise you when it is complete
- let you know how to make a complaint and deal with any complaint promptly and fairly.

Confidentiality

We will hold in strict confidence all information that we acquire through our work for you, and which concerns you, your business or your instructions to us unless disclosure is required by law. We also hold information that is confidential to our other clients, and we will not disclose that information to you.

Conflicts of interest

We actively seek to identify and respond to conflicts of interest. If a conflict of interest or potential conflict of interest arises, we will consult with you about the best way to resolve the matter.

Foreign law matters

We only advise on New Zealand law.

Law, jurisdiction, and assignment

These terms of engagement and any other agreement we have with you are governed by New Zealand law and are subject to the exclusive jurisdiction of the New Zealand courts. You may not transfer or assign your rights or obligations under these terms or in relation to any engagement of us on any matter.

Our fees

We have described the basis on which we will charge fees in our letter of engagement. Our fees will be fair and reasonable having regard to the nature of the work and the time taken to complete it. We can provide estimates or quotes as required. We will send interim invoices to you, usually monthly. Our invoices will include any New Zealand Goods and Services Tax (GST) applicable to our supply of services to you. Our invoices are payable 20 days after the date of the invoice.

Disbursements

We will on-charge to you any disbursements (e.g., filing fees, travel) and payments to third parties that we incur on your behalf in carrying out our work for you.

Electronic services and communication

Where we provide any electronic service to you, or communicate with you by electronic means, we will take reasonable precautions to ensure that those services and communications are confidential and secure.

Document destruction

We retain the files on each matter, and any documents you leave with us, for seven years after completion or termination of the matter. We may then destroy the files and documents. If you wish to make other arrangements, please advise us of those arrangements.

Limitation of liability

To the extent permitted by law, our total liability to you in connection with any matter (or series of related matters) on which you engage us will not exceed NZ\$2,000,000 (including interest and costs).

Professional indemnity insurance

We hold professional indemnity insurance that meets or exceeds the minimum standards specified by the Law Society. We can provide you with particulars of the minimum standards upon request.

Termination

You may end our engagement at any time on any matter or matters. The circumstances in which we can stop doing work for you are set out in the Rules of Conduct and Client Care for Lawyers. These include where a conflict of interest arises, you do not pay our fees, or you have failed to provide us with instructions promptly. We may, on reasonable notice to you, end our engagement in these circumstances. at any time.

Complaints about our work

If you have a complaint about the work we have done for you, please contact us as soon as possible and we will seek to resolve your concerns in a way that is fair to each of us.

If we have been unable to resolve a complaint or concern you may contact The Lawyers Complaints Service (complaints@lawsociety.org.nz, 0800 261 801; www.lawsociety.org.nz/for-the-community/lawyers-complaints-service/concerns-form).

Lawyers Fidelity Fund

While we do not operate a trust account and will not hold any money for you on trust, we are required to inform you that the Law Society maintains the Lawyers' Fidelity Fund to provide protection against loss arising from theft by lawyers. The maximum amount that can be paid to you is \$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.