

Terms of Engagement and Client Care

1. Introduction

- a. We are required pursuant to the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008 (**Rules**) to provide our terms of engagement and related information (**Terms**) prior to commencing legal work or providing any services (together, **Services**) to you.
- b. Our Terms apply to all work we do not and in the future, unless otherwise agreed in writing. They set out how we carry out the work as well as our obligations to one another.
- c. By continuing to engage us, you are deemed to have accepted these terms.

2. Our obligations to you

- a. In carrying out your instructions, we shall:
 - i) Discuss with you your objectives and how they should best be achieved;
 - ii) Provide you with information about the work to be done, who will do it, and the way the services will be provided;
 - iii) Charge you a fee that is fair and reasonable, and let you know how and when you will be invoiced;
 - iv) Protect your privacy and ensure appropriate confidentiality;
 - v) Treat you fairly, respectfully and without discrimination;
 - vi) Keep you informed about the work being done and advise you when it is completed;
 - vii) Let you know how to make a complaint and deal with any complaint promptly and fairly;
 - viii) Act competently, in a timely way, and in accordance with instructions received and arrangements made; and
 - ix) Protect and promote your interests and act for you, free from compromising influences or loyalties.
- b. We cannot:
 - i) Provide you with advice on investments, insurance, tax or foreign laws;
 - ii) Carry out instructions for both you and a party involved in the same transaction or dispute. If a conflict of interest arises, we will notify you and follow the steps contained in the Rules;
 - iii) Guarantee an outcome in a dispute;
 - iv) Carry on instructions if you are unable or unwilling to pay our fees;
 - v) Carry out instructions outside of our expertise;
 - vi) Carry out instructions which would breach our professional obligations or the Rules.

3. Your obligations to us

- a. To enable us to carry out your instructions, you agree to:
 - i) Provide us with all necessary information;
 - ii) Provide information which is true, accurate, complete and not misleading;
 - iii) Inform us of changes to your contact information;
 - iv) Provide information and documentation in a timely manner;
 - v) Inform us of any relevant time constraints or urgency;
 - vi) Ask for clarification if you are unsure of anything;
 - vii) Pay our invoice in line with the payment terms contained in these Terms.

4. Fees

- a. Our fees are based on the time we spend on the Services charged at our hourly rates, and other factors allowed by the Rules including fixed fees for certain services.
- b. Our fees reflect factors such as specialist knowledge, complexity, importance, the value of any property involved, skill, responsibility urgency, and the results to be achieved, as well as business operating expenses.
- c. We will provide an estimate of fees upon request; however, estimates are subject to change. If it becomes evident that we are not able to provide the Services within the estimate, we will notify you.

- d. If your matter is urgent, we will inform you whether this is possible or necessary. In some cases, this will require us to allocate additional resources which can increase the fees relating to that matter. We will inform you if this is the case.
- e. All fees are exclusive of GST.
- f. Disbursements are additional to our fees. These include, but are not limited to:
 - i) Court or Employment Relations Authorities filing fees;
 - ii) Travel; and
 - iii) Accommodation.

5. Payment

- a. We invoice for our services at regular intervals, upon completion of the Services, or after completion of specified services (**Progress Billing**).
- b. If the work is not completed, for any reason, we will still charge for our time on the work that has been completed.
- c. Invoices are payable within 7 days of the date of invoice.
- d. We will notify you if your matter requires Progress Billing. In these situations, we will notify you of the specific work that will be carried out before issuing an invoice. We will not carry out further work in connection with the Services until the preceding invoice is paid.
- e. For all matters, if payment is not received or overdue we may suspend work until payment is received.
- f. We may engage collection services to assist in recovery of unpaid invoices. In these circumstances, you agree that we can disclose any personal information (as defined in the Privacy Act 2020) for that purpose and you will pay the full costs of collection.

6. Delivery of services

- a. Our primary means of communication is via email and other secure software portals. While we have virus detection and internet access security software, we do not accept liability for any damage or loss caused by using that form of communication.
- b. We do not hold funds on behalf of clients or operate a trust account.
- c. We operate on a primarily paperless system and all files, correspondence and documents are stored securely on appropriate software. Any physical documents we hold will either be destroyed after use or, in the case of originals, returned to you or the appropriate party.
- d. We do not share confidential information with other parties except with your consent and/or we are required by law to do so. Our Privacy Policy sets out details relating to our collection, storage and use of your confidential information and is available on our Website.
- e. We use Artificial Intelligence (**AI**) responsibly and in line with the Rules. While providing our legal services to you, we may use generative AI tools and technology to assist with aspects of legal research, document review, document drafting and other legal tasks. We recognise the inherent limitations of generative AI tools and will never use it to substitute our independent expertise and judgement.
- f. We retain copyright ownership in all documents we prepare or create. You may not provide any documents that we prepare to other parties for their use.

7. Termination

- a. You may terminate our engagement at any time.
- b. We may only terminate this engagement in circumstances permitted by the Rules. If these circumstances arise, we will give you reasonable notice.
- c. If this engagement is cancelled, for whatever reason, you must pay all fees, disbursements and expenses incurred up to the date of termination.

8. Complaints process

- a. If you have a complaint about the Services you have received from our firm, please contact us in the first instance so that we can work with you to resolve the issue. We may engage a third-party lawyer to review the matter and provide impartial guidance on a resolution.

- b. If we have been unable to resolve your complaint, you may contact the Law Society:

Law Society Complaints Service:

Phone: 0800 261 801

Website: www.lawsociety.org.nz/for-the-community/lawyers-complaints-service/concerns-form

Email: complaints@lawsociety.org.nz

9. Variation

- a. We may vary the Terms at any time. Updated Terms will be available on our website.

10. Professional indemnity insurance

- a. We hold professional indemnity insurance in line with the Rules. We can provide further information upon request.

11. Limit of Liability

- a. Our liability to you is limited to the fees charged for the services provided. We will not be liable for any caused by or resulting from any errors, omissions, or delays to the extent permitted by law.
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