



## Information for Clients and Standard Terms of Engagement

### 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:** The basis on which fees will be charged is set out below in our letter of engagement. 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:**

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:** 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:**

We maintain a procedure for handling any complaints by clients, designed to ensure that a complaint is dealt with promptly and fairly.

If you have a complaint about our services or charges, you may refer your complaint to the person in our firm who has overall responsibility for your work.

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 Roy Seaton, Practice Manager. He may be contacted as follows:

- by letter to PO Box 679 Blenheim;
- by email at [roy@tslaw.co.nz](mailto:roy@tslaw.co.nz);
- by telephoning him at 578 8122.

The Law Society also maintains a complaints service and you are able to make a complaint to that service. To do so you should contact the Law Society. The address is;

- New Zealand Law Society
- Telephone (04) 472 8978.

## **5. Persons Responsible for the Work:**

The person/persons who will have the general responsibility for the services we provide for you are Andrew Townshend and/or Audrey Seaton, and/or Roy Seaton.

## **6. Client Care and Service:**

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 visit [www.lawyers.org.nz](http://www.lawyers.org.nz) or call 04 472 7837.

## **7. Limitations on extent of our Obligations or Liability**

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.

### 1. Services

The services which we are to provide for you are legal services for refinancing.

### 2. Financial

#### 2.1 Fees:

- a. Our fees are based upon time involved. However we expect our costs will be approximately
  - Legal fees - \$440.00
  - GST and disbursements - \$155.00
  - Total - \$595.00
- b. Please note this is an estimate and not a quote, but if our costs are likely to exceed this we will discuss this with you as soon as possible.

**Disbursements and expenses:** 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.

2.2 **GST (if any):** Is payable by you on our fees and charges.

2.3 **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.

2.4 **Payment:** We would expect to deduct our invoices from Estate assets – either proceeds or sale or available bank accounts. We will always let you know when we have done this.

2.5 **Security:** We may ask you to pre-pay amounts to us, or to provide security for our fees and expenses. You authorise us:

- a. to debit against amounts pre-paid by you; and
- b. 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.

### 3. Confidentiality

3.1 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*.

- 3.2 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.
  - 3.3 We will of course, not disclose to you confidential information which we have in relation to any other client.
4. Termination
  - 4.1 You may terminate our retainer at any time.
  - 4.2 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
  - 4.3 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.
5. Retention of files and documents
  - 5.1 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.
6. Conflicts of Interest
  - 6.1 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*.
  - 6.2 We are often asked to act for both vendor and purchaser on conveyancing transactions within Marlborough. In such situations we will ensure that your interests and confidential information are protected, and that you will not be disadvantaged in any way by another person within the office acting for the other party.
7. Duty of Care
  - 7.1 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.
8. Account
  - 8.1 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. We will credit you with any resulting interest; we do not charge a fee or commission for this service.
9. General
  - 9.1 These Terms apply to any current engagement and also to any future engagement, whether or not we send you another copy of them.
  - 9.2 We are entitled to change these Terms from time to time, in which case we will send you amended Terms.
  - 9.3 Our relationship with you is governed by New Zealand law and New Zealand courts have non-exclusive jurisdiction.

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