



BARRISTER & SOLICITOR

## TERMS OF ENGAGEMENT FOR LEGAL SERVICES

In these Terms of Engagement we set out the basis upon which we will undertake the work that you have asked us to do for you. This includes our commitment to provide our services ably, efficiently and in a timely fashion that meets your expectation of us, and also sets out:

- Obligations that we are required to meet, and information that we must provide under the Lawyers and Conveyancers Act 2006 and the Rules of Conduct and Client Care for Lawyers.
- How we will be charging for our work, and the terms of payment that will apply, and
- The terms that apply (unless we make other arrangements with you) if you ask us to hold money on your behalf in our trust account on interest bearing deposit (IBD)

Once we have provided you with a copy of these Terms of Engagement they will apply to any work we undertake on your instructions, unless we specifically agree otherwise. They will also apply to any work which we carry out for entities associated with you such as companies of which you are a director, trusts of which you are a trustee or partnerships in which you are a partner. If you require more information about, or explanation of any of the contents of these Terms, or if you feel that any part of them is not appropriate in your particular circumstances, please let us know. We are always happy to explain them further, and discuss how they can be altered to suit your needs.

### 1. Our Obligations to You as a Client

(These are taken from Rules of Conduct and Client Care for Lawyers prescribed under the Lawyers and Conveyancers Act 2006)

The rules of conduct and Client Care for lawyers require that in all events, subject to the duties owed by the firm to the Courts and to the justice system, our firm and each of its lawyers must:

- 1.1. Act competently, in a timely way, and in accordance with any arrangement made.
- 1.2. Protect and promote your interests and act for you free from compromising influences or loyalties.
- 1.3. Discuss with you your objectives and how they should best be achieved.
- 1.4. Provide you with information about work to be done, who will do it and the way the services will be provided.
- 1.5. Charge you a fee that is fair and reasonable and let you know when you will be billed.
- 1.6. Give you clear information and advice.
- 1.7. Protect your privacy and ensure appropriate confidentiality.
- 1.8. Treat you fairly, respectfully and without discrimination.
- 1.9. Keep you informed about the work being done and advise you when it is completed, and
- 1.10. Let you know how to make a complaint and deal with any complaint promptly and fairly.

## 2. Principal Aspects of our Client Service

### 2.1. Your Relationship with Us

- 2.1.1. These terms and conditions of client service apply to all work we undertake for you, unless we agree to another arrangement. We reserve the right to alter these terms and conditions at any time, and to advise you of new terms and conditions, which will apply to new work undertaken after that date. A description of the services we will supply in respect of a particular matter will usually be set out in a written confirmation of engagement, which may be by letter or by e-mail.
- 2.1.2. We will undertake the work you have entrusted to us competently and in a timely manner, and with reasonable care and skill. We will respond to any queries you make in a timely manner, and we will inform you if there are any unexpected delays.
- 2.1.3. Please be aware that for some kinds of work the law requires us to sight and copy evidence of your identity, which may be your passport or your driver's license. Please note we also reserve the right to seek a credit check through a credit reporting agency, and unless you specifically instruct us to the contrary we will take your instructions to us to undertake work as consent to our undertaking such a check.
- 2.1.4. We will at all times treat you with respect and courtesy, and without any discrimination in terms of section 21 of the Human Rights Act 1993.
- 2.1.5. The names and status of the persons within our firm who are responsible for your work will be set out in our letter of engagement.
- 2.1.6. If a conflict of interest arises between you and another client or us, we will advise you of that and follow the procedures set out in the Law Society's rules of conduct and client care in respect of conflict of interest.

### 2.2. Contentious Business and Litigation

If we are undertaking litigation or contentious business for you, or if in the course of carrying out work on your behalf, the business becomes contentious, we cannot assure you of a particular outcome. In these cases, the only result we undertake to achieve is the supply of competent and effective legal services carried out with reasonable skill and care and in a timely manner.

### 2.3. Confidentiality

We observe strict confidentiality in respect of your work. However we have the right (and in some cases the obligation) to disclose matters relating to your business or affairs in the circumstances set out in the Rules of Client Care for Lawyers, including where disclosure is necessary for the effective operation of our practice, and also when arranging insurance cover, or to defend any claim, allegation, or proceedings you may bring against us.

### 2.4. Copyright

Unless otherwise agreed, when we prepare a document for you, you are free to use that document as you see fit, but as our licensee. Ownership of the copyright remains with this firm.

## 2.5. Records

We keep our trust account records for a minimum of ten years. Correspondence, files, etc., are destroyed after six years. Deeds and other formal documents are kept indefinitely either in their original form, or in electronic form only if we judge that that is an acceptable record. If you change lawyers or uplift your documents and records from us at any time, you agree to us retaining or copying these as necessary for us to defend any complaint or claim or other proceeding against the practice.

## 2.6. Insurance

The firm holds professional indemnity insurance in excess of the minimum standard specified by The New Zealand Law Society.

## 2.7. Matters Relating to our Fees

- 2.7.1. Our fees are largely based on the time spent on your work. However, when assessing our final charges to you we will also consider factors additional to time spent, such as the urgency, complexity or importance of a matter, the responsibility involved and the outcome achieved. The hourly rates of our professional staff vary according to their qualifications and experiences.
- 2.7.2. We will upon request give you an estimate of our fees and we will inform you promptly if any fee estimate is likely to be exceeded. This estimate will apply unless some unusual circumstances arise in the course of the transaction, such as multiple attendances, a dispute with another party, urgency, or other unexpected circumstances. Any estimate we give will always be confirmed to you in writing.
- 2.7.3. Sometimes, we can give you a quotation for your work, and we will adhere to that quotation if we give it. More commonly, we will give you an estimate based on usual charge for the type of work concerned, but we reserve the right to charge for additional work arising beyond the scope of the work originally envisaged.
- 2.7.4. Secretarial time and the time of other support staff is included in the hourly rates for professional staff and is not charged separately
- 2.7.5. The expression "Disbursements", when used in a statement to you, means moneys paid on your behalf and charged at cost. You may be asked to provide us with money in advance to pay disbursements.
- 2.7.6. If we hold money in trust on your behalf, we may – unless you direct otherwise – upon sending you our invoice, deduct expenses, disbursements and our fees from this money. We will take the absence of any contrary direction as authority from you to deduct fees etc in this way. If you do direct otherwise we may ask you to confirm that you have the means to pay for our work.
- 2.7.7. All figures for fees, disbursements and expenses are given on a plus GST basis

## 2.8. Payment

- 2.8.1. Our accounts are due for payment on the presentation of our account. If accounts are not paid on the due date we may charge interest on the amount outstanding from the due date to the date of payment at 15% per annum.

- 2.8.2. Should payment not be made on due date we reserve the right to cease work on your file – but we will tell you if we propose to do that.
- 2.8.3. We are happy to discuss all aspects of our accounts and billing procedures with you – please feel free to raise these issues with us at any time.

### 2.9. Complaints

- 2.9.1. If you do not like the way we are doing your work, or if you are unhappy with any other aspect of our service (including our fees) please tell the person who is doing your work. If you are uncomfortable doing so or are dissatisfied with the response, then please contact Ian Mellett as Principal of the firm either in person or by telephone (09 – 523 2408) or by mail or email (P.O.Box 28841, Remuera 1541 – [ian.mellett@quaylaw.co.nz](mailto:ian.mellett@quaylaw.co.nz)). We will do our best to resolve the matter.
- 2.9.2. If we cannot do so to your satisfaction you may refer the matter to the New Zealand Law Society, which operates the Lawyers Complaints Service and you are able to make a complaint to that service. To do so, phone 0800 261 801 and you will be connected to the nearest Complaints Service Office, which can provide information and advice about making a complaint.

### 2.10. Lawyers Fidelity Fund

If your instructions involve or result in you entrusting us with money or other valuable property you are protected by the Lawyer's Fidelity Fund if that money or property is taken by theft by the firm or any of its employees up to a limit of \$100,000.00 for any one theft. However you are not covered by the Fidelity Fund if your loss arises from an investment which we make on your instruction.

## 3. Clients Deposit Scheme

From time to time, we may place money you pay us on an interest bearing deposit account with our bankers, ASB Bank Limited. The following are the terms and conditions on which we have access on your behalf to the bank's deposit scheme.

- 3.1. Eligibility: Clients of Quay Law Barrister and Solicitor
- 3.2. Rate of Interest: The rate of interest is a competitive rate negotiated for our clients. Our bankers review the rate on a monthly basis but may review it more frequently.
- 3.3. Institution holding Deposit: ASB Bank Limited. The scheme can be accessed only through our trust account
- 3.4. Interest Payments: Upon closing of the deposit account, and the first working days of January, April, July, and October each year. If you wish interest to be paid to you each quarter, please let us know. Otherwise, interest is compounded to your account.
- 3.5. Resident Withholding Tax: Unless we have an exemption certificate from you, we are obliged to make the necessary deductions before interest is paid to you. Certificates showing the tax deducted are mailed to you after the end of each financial year. If we have your IRD number, RWT is deducted at the relevant rate you choose for individuals. For estates and trusts the rate of deduction must be 33%.