

Terms Of Engagement

1. I provide legal services, and other services that may not be legal work to which the Lawyers and Conveyancers Act 2006 applies, but are nevertheless covered by these terms.
2. Where legal services covered by that Act are involved, please refer also to the STATUTORY NOTICE TO CLIENTS at the end of this document.
3. Services always will be provided to the best of my ability; and if what is required is outside my area of expertise, I will tell you and try to give you recommendations for appropriate providers.
4. In addition, I am happy to work with your in-house counsel, external solicitors, and of course, any experts or lobbyists whom you choose to engage.

CONFLICTS

5. If a real or apparent conflict is identified at the outset then either I cannot accept your instructions or, with your consent, I will discuss the matter with the other party or parties to see if a resolution is possible.
6. Sometimes, a conflict only becomes apparent some way into a matter. That is rare, but if it happens, then I will initiate discussions about how to resolve the situation.

AML/CFT

7. Depending on the nature of the work, it is possible that I may have to comply with the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (AML/CFT Act).
8. AML/CFT compliance is a process that is not core business for either of us. It requires me to obtain (and retain) information from you and go through verification processes.
9. Wherever possible, I will contract out as much of the AML/CFT process as I can to those who specialise in that area.
10. You agree to provide them with any information that they require and agree that I can pass to them any AML/CFT related identification or verification information that you have provided to me.

CONFIDENTIALITY

11. Everything that you provide to me, and all advice I provide to you, is confidential so far as I am concerned. That confidentiality extends beyond the conclusion of the matter.
12. Where legal advice is involved, the privilege in legal advice is that of the client, not the legal adviser. So, you can waive privilege or provide the advice to other parties if you wish. I ask that you inform me before doing so (a waiver cannot easily be retracted, and may prejudice your position) and, importantly, please make it clear to any other party that:
 - (a) the advice is provided to you, and I have no accountability to anyone else for it.
 - (b) the advice may well be fact specific, or part of a wider chain of advice, and may not be appropriate to the situation of other parties who should get their own advice if they have any concerns.

13. If I am required by law to disclose your information, I must do so. I will advise you first unless the law expressly forbids that, as it sometimes does.

PROTECTION AND LIABILITY

14. Most communications these days are by email, and information is stored on electronic systems. I use standard virus protection and cloud storage systems. No system is perfect, and I accept no liability for any damage or loss caused by any interception of, defect in, or destruction, loss or blockage of any electronic communication or electronically stored information.

15. I do not carry insurance for negligence, nor any other insurance, in respect of my business. In over 45 years of practice I have never had a complaint made against me, and I provide services to the best of my ability in all respects. Nevertheless, you should not engage me with any expectation of recovering substantial damages if something goes go wrong.

16. If I am found liable to you for any loss or costs (other than as excluded by paragraph 14) my liability is limited to twice the amount of my fees for the matter.

17. Any claim you wish to make against me must be filed within 2 years after the date of the act or omission on which the claim is based. Otherwise I will have no liability for the act or omission. This time limit overrides the Limitation Act 2010 and applies regardless of when any relevant fact was first discovered or able to be discovered.

FILE ACCESS & RETENTION

18. You are entitled to the return of your file and related information at any time; or to have it forwarded at your direction.

19. I am entitled to retain a copy for my protection against any claim by you, and it will only be used for that purpose. If you do not ask for the return of your file at the end of a matter, I will retain it for 2 years, or any longer period required by law.

FEES

20. I am interested in doing work that interests me, for people whom I like. Fees are of course important, but not my primary motivation.

21. I try to keep overheads low. So, if I am working at your premises, or you are providing word processing or research services then I do not have to do so, and charges can be lower.

22. Fees can be on any of a number of bases. Hourly rates is traditionally the most common basis of charging. If tasks can be defined with sufficient precision, there can be caps on particular aspects, or the whole matter.

23. Another option is fixed price, regardless of effort required, or outcome. Contingencies have to be identified and allocated. At the other extreme, payment can be negotiated to be by result.

24. Please remember that an estimate is just that; it may change, though we should discuss any potential significant variation, and the reasons for it, before it occurs. A quote, once accepted, is a binding agreement for the price of the work that it covers.

WHAT YOU DO NOT GET

- 25. If you engage my services, you get my services; not a long tail of staff solicitors, trainee lawyers, or other “resources”.
- 26. There are no “service charges”, “administration fees” or other add-ons (except for GST, of course).
- 27. If there are any disbursements, such as travel, they are passed on at cost, and receipts are available on request.
- 28. If I assess that someone else can do something more efficiently and effectively than I can (such as specialised research) then I will discuss that with you and get your agreement to an appropriate arrangement, unless I elect to absorb the cost myself.
- 29. In short, you do not get “surprises!”.

BILLING

- 30. Ordinarily, ongoing matters are billed monthly, with an expectation of payment to my bank account by the 20th of the next month.
- 31. I do not charge interest on unpaid bills; but do reserve the right to decline to undertake further work if invoices are neither queried nor paid after a reasonable period.
- 32. I will never use email to advise you of any change in my banking details.

MONEY

- 33. I do not operate a trust account, nor accept fees in advance.
- 34. If I am working on a continuing retainer, each payment is treated as payment for services already provided.

COMPLAINTS

- 35. You can complain to me at any time, and in respect of legal work you have a right to complain about my services or conduct to the New Zealand Law Society on 0800 261 801.

ACCEPTANCE AND AMENDMENT

- 36. You do not have to do anything to accept these terms or use my services but by commencing or continuing to do so, you are taken to have agreed to them.
- 37. I believe that these terms are reasonable having regard to the kinds of work undertaken and the risks and rewards; but I am very willing to negotiate other terms if you wish.
- 38. To the extent that we have agreed additional or amended terms in writing, those terms override these general terms.

STATUTORY NOTICE TO CLIENTS

The Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008 requires that, if I am undertaking legal work for a client, I must provide the information set out below in writing to each client prior to undertaking significant work for the first time.

The rules themselves can be found on the official Government website: <http://www.legislation.govt.nz>

Extract from Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008.

RULES OF CONDUCT AND CLIENT CARE FOR LAWYERS

Client care and service information

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 (the rules).

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.lawsociety.org.nz or call 0800 261 801.