



STANDARD TERMS OF ENGAGEMENT AND INFORMATION FOR CLIENTS

These standard Terms of Engagement (“Terms”) apply in respect of all work carried out by Luscombe Legal for the client, except to the extent that we otherwise agree with the client in writing.

GENERAL

The Terms apply to any current or future engagement, whether or not another copy of this document is sent to the client.

We are entitled to change these Terms from time to time, in which case clients will be sent an amended Terms.

Our relationship with our clients is governed by New Zealand law and New Zealand courts have non-exclusive jurisdiction.

SERVICES

The services we will provide each client is outlined in the engagement letter or as subsequently agreed either in writing or by verbal instructions.

INFORMATION

The client will provide in a candid, full and timely fashion all information and documents reasonably required to enable us to provide the Services.

Unless otherwise required pursuant to the engagement, we will have no responsibility to independently verify the accuracy of such information and documents.

We will not be liable for any loss or damage arising from any inaccuracy, incompleteness or other defect in any information or documents supplied by the client.

DUTY OF CARE

Our duty of care is to the client and not to any other person. Before any other person may rely on our advice, we must expressly agree to this.

CONFIDENTIALITY

We will hold in confidence all information concerning the client or the client’s affairs acquired during the course of acting for the client.

We will not disclose any of this information to any other person except:

- To the extent necessary or desirable to enable us to carry out a client’s instructions; or

- To the extent required by law or by the Law Society's Rules of Conduct and Client Care for Lawyers.

Confidential information concerning the client will as far as practicable be made available only to those within our firm who are providing or assisting in the services for which we are instructed to act, or will be disclosed only as instructed by the client (eg to the client's employer, or spouse).

We will not disclose to the client confidential information which we have in relation to any other client.

PERSONS RESPONSIBLE FOR WORK

The names and status of the person or persons who will have the general carriage of or overall responsibility for the services provided for the client are set out in the letter of engagement.

REPORTING

We will report to the client orally or in writing at appropriate times throughout the engagement when there are developments or matters that require decisions or input from the client. However, the client is welcome to contact us for an update on progress at any time.

FINANCIAL

Fees

Fees are charged in the manner in which they are determined and are set out in our fee estimate, enclosed with the engagement letter. If a fixed fee, we will charge this for the agreed scope of our services. Work which falls outside that scope will be charged on hourly rate basis. Clients will be advised as soon as reasonably practicable if services outside the agreed scope are required and, if requested, we will provide an estimate of the likely amount of the further costs.

Where fees are calculated on hourly basis, the hourly rates are set out in the engagement letter. The differences in those rates reflect the experience and specialization of the staff. Time spent is calculated in 6 minute units, with time rounded up to the next unit of 6 minutes.

Invoices & Office Service Charges

Interim invoices will be sent to the client on completion of specific tasks, termination of the engagement, or when significant expenses have been incurred. Our invoices include an office service charge to cover the cost of photocopying, tolls, mobiles, printing and binding, fax and ordinary postage and handling. The office service charge is **3.5%** of all fees on all invoices.

Disbursements and expenses

Where disbursements are incurred or payments to third parties are made on behalf of the client during the course of the engagement, those disbursements will be included in our invoice. Payment for such disbursements will invariably be required in advance.

GST

GST, if any, is payable by the client on fees, disbursements and any other charges.

Deposits

The client may be required to pre-pay amounts, or provide security for fees and expenses.

The client authorizes us to:

- debit against amounts pre-paid by the client; and

- deduct from any funds held on the client's behalf in the trust account any fees, expenses or disbursements for which an invoice has been provided.

Payment

Invoices are payable within 7 days of the date of the invoice, unless alternative arrangements have been made prior to acceptance of instructions.

If the client perceives that there are going to be difficulties paying an account within the required 7 days, the client may contact our Practice Manager immediately to discuss other alternatives.

If the client defaults in payment of any invoice when due, the Client shall indemnify Luscombe Legal from and against all legal costs, disbursements and interest for collection or attempted collection of the defaulted amount.

Interest will be charged on any amount which is more than 7 days overdue and will be calculated at the rate of 2.5% compounding.

Prior to commencement of the matter we are happy to discuss any reasonable payment arrangements to suit the client's circumstances.

Payment can be paid:

- In full, either by cash or electronic transfer or
- By deduction from monies held in the client's trust account, or
- Where a payment arrangement has been agreed, by fixed regular installments by cash, cheque or electronic transfer.

RECEIPTS

Receipts will not be issued to the client for their records unless the client pays by cash or requests one.

THIRD PARTIES

Although the client may expect to be reimbursed by a third party for our fees and expenses, and although our invoices may at the client's request or with the client's approval be directed to a third party, the client remains responsible for payment if the third party fails to pay by the due date.

CONFLICT OF INTEREST

We have procedures in place to identify and respond to conflicts of interest. If such a conflict arises the client will be notified and the procedure detailed in the Law Society's Rules of Conduct and Client Care for Lawyers will be followed.

LIMITATION

Any limitations on the extent of our obligations to the client or any limitation or exclusion of liability are set out in our letter of engagement.

TERMINATION

The engagement will continue until all the Services have been provided unless sooner terminated by agreement.

Either party may terminate the engagement by written notice or if the other party fails to remedy a material breach of the engagement. Termination will not affect the client's obligation to pay fees for all Services performed up to termination. More particularly, any alternative payment arrangement made prior to termination shall be null and void. All invoices rendered upon termination are payable within 7 days.

Any of the terms and conditions of the engagement letter or the Terms that are intended to apply after completion of the Services will continue to apply following termination.

TRUST ACCOUNT

A trust account is maintained for all funds received from clients (except monies received for payment of our invoices). If significant funds are held on the client's behalf, these funds are normally lodged on interest bearing deposit with a bank.

In that case, an administration fee of 2.5% of the interest derived will be charged.

CLIENT DOCUMENTATION

The client authorises us (without further reference to the client) to destroy all files and documents for this matter (other than any documents that we hold in safe custody for the client) 10 years after the engagement ends, or earlier if those files and documents have been converted to electronic format.

INSURANCE

Professional Indemnity Insurance:

We hold professional indemnity insurance that meets or exceeds the minimum standards from time to time specified by the New Zealand Law Society.

Lawyers' Fidelity Fund

The Law Society maintains the Lawyers' Fidelity Fund for the purpose 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 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.

COMPLAINTS

Complaints by clients are taken seriously. We maintain a procedure for handling complaints to ensure that a complaint is dealt with promptly and fairly.

If a client has a complaint about the services or charges, the client may refer the client complaint to the person in our firm who has overall responsibility for the client's work.

If the client does not wish to refer the complaint to that person, or the client is not satisfied with that person's response to the client complaint, the client may refer the complaint to Matthew Lawson, Solicitor. He may be contacted as follows:

Matthew Lawson
Lawson Robinson Limited

73 Raffles Street,
Napier
ph 06 8335012

Email: mlawson@lawsonrobinson.co.nz

The Law Society operates the Lawyers Complaints Service and the client is able to make a complaint to that service by calling 0800 261 801.

CLIENT CARE AND SERVICES

The Law Society client care and service information is set out below.

Whatever legal services the 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 the client's interests and act for the client free from compromising influences or loyalties.*
- *Discuss with the client the client's objectives and how they should best be achieved.*
- *Provide the client with information about the work to be done, who will do it and the way the services will be provided.*
- *Charge the client a fee that is fair and reasonable and let the client know how and when the client will be billed.*
- *Give the client clear information and advice.*
- *Protect the client's privacy and ensure appropriate confidentiality.*
- *Treat the client fairly, respectfully and without discrimination.*
- *Keep the client informed about the work being done and advise the client when it is completed.*
- *Let the client 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 the client has any questions, please visit www.lawsociety.org.nz or call 0800 261 801.

ACCEPTANCE OF TERMS

We will presume that these terms are acceptable unless written notification from the client is received to the contrary.

FEBRUARY 2017