

TERMS OF ENGAGEMENT & INFORMATION FOR CLIENTS (LEGAL AID)

1 General

- 1.1 These Standard Terms of Engagement (Terms) apply to any current engagement and also to any future engagement, whether or not we send you another copy of them. We are entitled to change these Terms from time to time, in which case we will send you amended Terms.

2 Services

- 2.1 The services that we are to provide for you (the Services) are outlined in the letter of engagement along with any further instructions that you provide to us.

3 Legal Aid

- 3.1 An application for Legal Aid is to be made to cover your legal costs in this case. Legal Aid is governed by the Legal Services Act 2011 and the associated regulations. Legal Aid is administered through the Ministry of Justice by the Legal Services Commissioner.

- 3.2 We are required to charge a user charge of \$50 on filing your application for Legal Aid to the Ministry of Justice. You can only be exempt from paying this charge if you are making a specified application for Legal Aid. Section 18A(3)(a) states that we may decline to provide any services under a grant of Legal Aid until the user charge is paid. We require payment of the \$50 user charge in full before undertaking any further

work on your behalf. We are not allowed to accept any other payments from you.

- 3.3 We will submit invoices in relation to your grant of aid to the Legal Services Commissioner and provide you with copies. You should be aware at this time that Legal Aid is not always free. You may be required to repay your Legal Aid grant and pay a user charge fee. The Legal Services Commissioner will write to you about any conditions or repayment obligations that you may have in relation to the grant of Legal Aid and your rights as an applicant or recipient of Legal Aid. You should read these letters carefully and keep them for later reference.

- 3.4 You must let the Ministry of Justice know if there is any change in your and your partner's contact details, employment status, family circumstances or financial details.

- 3.5 For more information regarding Legal Aid you can contact the Ministry of Justice www.justice.govt.nz

4 Confidentiality and Personal Information

- 4.1 **Confidence:** 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:

- i. To the extent necessary or desirable to enable us to carry out your instructions; or
- ii. As necessary to protect our interests in respect of any complaint or dispute; or
- iii. To the extent required or permitted by law.

4.2 Personal information and Privacy

- 4.2.1 In our dealings with you we will collect and hold personal information about you. We will use that information to carry out the Services and any other purposes set out in these terms.
- 4.2.2 We may disclose your name and address to third parties such as credit agencies to perform a credit reference or to undertake credit management or collection processes if it is reasonable to do so.
- 4.2.3 The information we collect and hold about you will be kept at our offices and/or at secure file storage sites (including electronic file storage sites) elsewhere. If you are an individual, you have the right to access and correct this information.

5 Documents, Records and Information

- 5.1 We will keep a record of all important documents which we receive or create on your behalf on the following basis:

5.1.1 We may keep a record electronically and destroy originals (except where the existence of an original is legally important such as in the case of wills and deeds).

5.1.2 At any time, we may dispose of documents which are duplicates, or which are trivial (such as emails which do not contain substantive information), or documents which belong to us.

5.1.3 We are not obliged to retain documents or copies where you have requested that we provide them to you or to another person and we have done so, although we are entitled to retain copies for our own records if we wish to do so.

5.2 We will provide to you, on request, copies or originals (at your option) of all documents to which you are entitled under the Privacy Act 1993 or any other law. We may charge you our reasonable costs for doing this.

5.3 Where we hold documents that belong to a third party you will need to provide us with that party's written authority to uplift or obtain a copy of that document.

5.4 Unless you instruct us in writing or otherwise, you authorise us and consent to us (without further reference to you) to destroy (or delete in the case of electronic records) all files and documents in respect of the Services 7 years after our engagement ends (other than any documents that we hold in safe custody for you or are otherwise obliged by law to retain for longer). We may retain

- documents for longer at our option.
- 5.5** We may, at our option, return documents (either in hard or electronic form) to you rather than retain them.
- 5.6** We own copyright in all documents or work we create in the course of performing the Services but grant you a non-exclusive licence to use and copy the documents as you see fit for your own personal or commercial use. However, you may not permit any third party to copy, adapt or use the documents without our written permission.
- 6 Conflicts of Interest**
- 6.1** We are obliged to protect and promote your interests to the exclusion of the interests of third parties and ourselves as set out in the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008 (Rules). This may result in a situation arising where we have a conflict of interest.
- 6.2** We have procedures in place to identify and respond to conflicts of interest or potential 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 Rules. This may mean we cannot act for you further in a particular matter and we may terminate our engagement.
- 7 Duty of Care**
- 7.1** Our duty of care is to you and not to any other person. We owe no liability to any other person, including for example any directors, shareholders, associated companies, employees or family members unless we expressly agree in writing. We do not accept any responsibility or liability whatsoever to any third parties who may be affected by our performance of the Services or who may rely on any advice we give, except as expressly agreed by us in writing.
- 7.2** Our advice is opinion only, based on the facts known to us and on our professional judgement, and is subject to any changes in the law after the date on which the advice is given. We are not liable for errors in, or omissions from, any information provided by third parties.
- 7.3** Our advice relates only to each particular matter in respect of which you engage us. Once that matter is at an end, we will not owe you any duty or liability in respect of any related or other matters unless you specifically engage us in respect of those related or other matters.
- 7.4** Unless otherwise agreed, we may communicate with you and with others by electronic means. We cannot guarantee that these communications will not be lost or affected for some reason beyond our reasonable control, and we will not be liable for any damage or loss caused thereby.
- 8 Professional Indemnity Insurance**

8.1 We hold Professional Indemnity Insurance which meets the minimum standards set by the Law Society. We will provide you with particulars of the minimum standards upon request.

9 Limitations on my Obligations or Liability

9.1 To the extent allowed by law, our aggregate liability to you (whether in contract, tort, equity or otherwise) in connection with our Services is limited to the amount available to be payable under the Professional Indemnity Insurance held by us.

10 Termination

10.1 You may terminate this retainer at any time.

10.2 We may terminate the retainer in any of the circumstances set out in the Rules including the existence of a conflict of interest and failure to provide instructions.

11 Client Care and Service Information

The Law Society's 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 in which the services will be provided
- 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.lawsociety.org.nz or call 0800 261 801.

12 Feedback and Complaints

- 12.1** Client satisfaction is one of our primary objectives and feedback from clients is helpful to us.
- 12.2** If you have any concerns or complaints about our services, please raise them with us as soon as possible.
- 12.3** If you are not satisfied with the way we have dealt with your complaint the New Zealand Law Society has a complaints service to which you may refer the issue. You

can call 0800 261 801 for guidance, lodge a concern or make a formal complaint. Matters may be directed to:

Lawyers Complaints Service
PO Box 5041
Wellington 6140
Phone: 0800 261 801
Email:
complaints@lawsociety.org.nz
To lodge a concern, visit
www.lawsociety.org.nz