

## TERMS OF ENGAGEMENT & INFORMATION FOR CLIENTS

### 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 Financial

#### 3.1 Fees

- 3.1.1 The basis upon which we will charge fees is set out in the engagement letter.
- 3.1.2 If the engagement letter specifies a fixed fee, we will charge this for the agreed scope of the Services. Work which falls outside that scope will be charged on an hourly rate basis. We will advise you as soon as reasonably practicable if it becomes necessary for us to provide services outside of the agreed scope and, if requested, give you an estimate of the likely amount of the further costs.
- 3.1.3 Hourly fees may be adjusted (upwards or downwards) to ensure the fee is fair and reasonable to

take into account matters such as the complexity, urgency, value and importance of the Services. Full details of the relevant fee factors are set out in Rule 9 of the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008 (Rules).

- 3.2 **Disbursements and Third Party Expenses:** In providing the Services we may incur disbursements and payments to third parties on your behalf. You authorise us to incur these disbursements (which may include items such as court filing fees, travel and courier charges) which are reasonably necessary to provide the Services. These will be included in our invoice to you, shown as “disbursements” when the expenses are incurred (or in advance when we know that we will be incurring them on your behalf).

- 3.3 **Office Service Charge Fee (Administrative expenses):** In addition to disbursements, we may charge a fee to cover out of pocket costs which are not included in our fee and which are not recorded as disbursements. These include items such as photocopying and printing, postage and phone calls.

- 3.4 **GST:** GST is payable by you on all fees and charges (unless lawfully exempted)

- 3.5 **Invoices:** We will send interim invoices to you, usually monthly, and on completion of the matter,

or termination of the engagement. We may send you invoices more frequently when we incur a significant expense or undertake a significant amount of work over a shorter period of time.

- 3.6 Payment:** Invoices are payable within 7 days of the date of the invoice, unless alternative arrangements have been made with us.
- 3.6.1 If you have difficulty in paying any of our accounts, please contact us promptly so that we may discuss payment arrangements.
- 3.6.2 If your account is overdue we may:
- i. Require interest to be paid on any amount which is more than 7 days overdue, calculated at the rate of 1% per month;
  - ii. Stop work on any matters in respect of which we have been providing services to you;
  - iii. Recover from you in full any costs we incur (including on a solicitor/client basis) in seeking to recover the amounts from you, including our own fees and the fees of any collection agency.
- 3.7 Third Parties:** Although you may expect to be reimbursed by a third party for our fees and expenses, and although our invoices may at your request or with your approval be directed to a third party, you

remain responsible for payment to us in accordance with these Terms if the third party fails to pay us.

## **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 our Obligations or Liability**

**9.1** Batt Law is a limited liability company. A limited liability company is a type of legal entity that is a separate legal entity from its owners, directors, and management team. A limited liability company limits the liabilities of the shareholders of the company.

**9.2** 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, non-payment of fees, and failure to provide instructions.
- 10.3** If our retainer is terminated you must pay all fees, disbursements and expenses incurred up to the date of termination.

## **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

- 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.lawsociety.org.nz](http://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  
New Zealand

Phone: 0800 261 801

Email:  
[complaints@lawsociety.org.nz](mailto:complaints@lawsociety.org.nz)

To lodge a concern visit  
[www.lawsociety.org.nz](http://www.lawsociety.org.nz)

