

# Our standard terms when you engage us

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The purpose of these terms of engagement is to set out our professional relationship with you when we accept and action your instructions. They include information which we are required to provide under the Rules of Conduct and Client Care for Lawyers issued by the New Zealand Law Society in 2008 (Rules of Conduct).

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## Agreement

Subject to any different or additional terms agreed in writing, these terms will apply whenever you ask us to act for you on a matter. You do not need to sign any formal documentation to indicate your acceptance. It will be assumed from you engaging us to act for you.

If you have any comments or questions about these terms or any related matters, please contact us. We welcome your feedback.

## Our role in acting for you

We will provide you with the legal services that you request or that we agree on, unless a conflict of interest or other factors prevent us from doing so. If this is the case we will contact you immediately.

We usually confirm and record our understanding of your instructions in an initial letter. If this letter does not reflect your instructions please let us know immediately. It is important that good communication, and a shared understanding of your instructions and expectations, be established at the outset.

You may limit or expand the scope of your instructions at any time, although we may need to undertake a conflict check before accepting any substantial expansion.

We provide our advice to you and only you. Other people or entities (including those closely associated with you) who want to rely or act on our advice can do so only if we both agree in writing. Our advice is strictly limited to the matters stated in it and does not apply by implication to any other matters.

## Client care and services

At all times we will:

1. Act competently, in a timely way, and in accordance with instructions received and arrangements made with you.
2. Protect and promote your interests and act for you free from compromising influences or loyalties.
3. Discuss with you your objectives and how they should be achieved.
4. Provide you with information about the work to be done, who will do it and the way the services will be provided.
5. Charge you a fee that is fair and reasonable and let you know how and when you will be billed.
6. Give you clear information and advice.
7. Protect your privacy and ensure appropriate confidentiality.
8. Treat you fairly, respectfully and without discrimination.
9. Keep you informed about the work being done and advise you when it is completed.
10. 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.

## Who you'll work with

You may ask for a particular partner to be responsible for your matter, and if so generally that partner will be responsible for the overall conduct of your file. Our usual practice is to have another professional staff member also involved, to provide another contact person for you to discuss the file with and to ensure it is handled promptly and cost effectively.

## How we'll use your personal information

We regard client confidentiality as of paramount importance. We will hold in confidence all information concerning you and your affairs that we acquire while acting for you. We will not disclose any of this information to any other person except:

1. To the extent necessary or desirable to enable us to carry out your instructions; or
2. To the extent required by law or by the Law Society's Rules of Conduct and Client Care for Lawyers.

Confidential information concerning you will as far as practicable be made available only to those within our firm who are providing legal services to you.

We will not, of course disclose to you confidential information which we have in relation to any other client.

## How our fees are calculated

### Fees

The partners and professional staff each have a customary hourly fee rate, which generally forms the basis for the fees which we charge. The hourly rates charged may change, depending on the complexity of the file, but there is a standard rate which will apply for most files and which is set at the beginning of each financial year.

The differences in rates reflect the relative experience and specialisation of our professional staff. Time spent is recorded in 6 minute units, with time rounded up to the next unit of 6 minutes.

We invite you to discuss the charge out rates, and any information related to the fee structures, with us before we begin work on your file.

We charge a fair fee in light of the following:

1. The skill, specialised knowledge, and responsibility required;
2. The importance of the matter to you and the results achieved;
3. The urgency and circumstances in which your matter is carried out;
4. The value or amount of any property or money involved;
5. The complexity of the matter and the difficulty or novelty of the questions involved;
6. The number and importance of the documents prepared and considered;
7. The time and labour spent (which includes time spent on investigating the facts and researching the law).

### Estimates

If you would like us to give you an estimate of what we expect the fees will be for your matter, we will do so. This will be a guide only and is not a fixed quote. We will also, at your request, tell you the amount of fees incurred to date, or we can let you know when fees reach a certain level.

### Other charges

We also charge for general office services and for disbursements incurred on your behalf.

1. Debit Notes are disbursements which are out-of-pocket expenses such as travel and accommodation costs, filing costs, court charges, fees of agents, experts and other professionals and similar. These are charged on to you at the amount charged to us.

Unless we state otherwise, our rates and any estimates of cost do not include goods and services tax (GST) and disbursements. GST is charged as and when required by law.

For a variety of reasons, some instructions are not completed. If this occurs, we will charge you for the work undertaken and costs incurred up to the time of termination.

In some circumstances, we may be required to incur additional time or expense following the completion or termination of a matter. We will charge you for this in the normal way.

## How we bill

Our general practice is to bill regularly (usually monthly unless otherwise agreed), which will be required to be paid by you on the 20th of the month following receipt of the invoice.

If an account is not paid promptly, we may elect to deduct our fees from any money we are holding on your behalf. If accounts are not paid by the due dates we reserve the right to stop work on your file until payment is received.

Because you are our client, we have no recourse to any person other than you, even in the event that you expect another party to reimburse you for our fees and/or charges.

Payments may be made by cash, cheque or by direct credit into Fee Langstone's trust account. Fee Langstone's bank account details are:

**Bank Name:** ASB Bank

**Bank Address:** Level 2, 19 Hargreaves Street, Ponsonby, Auckland

**Account name:** Fee Langstone – Trust Account

**Account number:** 12-3109-0128423-02

**Swift Code:** ASBBNZ2A

Please make cheques payable to 'Fee Langstone Trust Account'. If you direct credit money to Fee Langstone's trust account, please inform us in writing at that time so that we know that you have paid us.

If you have any concerns about payment, please contact our Office Manager to make payment arrangements.

## Payment in advance

We may ask you for a payment in advance for out-of-pocket expenses payable to third parties on your behalf and/or as security for professional fees. This money will be held in our trust account on your behalf and will be used to pay any charges as they become due.

We will of course provide you with a statement showing you how this money has been spent.

## How we deal with conflicts

We have procedures in place to identify and respond to 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 Law Society's Rules of Conduct and Client Care for Lawyers.

## Representation

If we cease to act for you or have not been instructed by you on a matter, we may act for other clients whose interests are adverse to your own, provided either:

1. We do not hold confidential information belonging to you that is relevant to the matter; or
2. We have taken steps to maintain the confidentiality of information which is relevant to you.

## Using external information and public records

We often have to obtain and rely on external information or public records (eg, government agencies or registers) to carry out your instructions. This information may not always be accurate or complete.

We do not accept responsibility and will not be liable for any direct or indirect damage or loss caused by errors or omissions in external information.

## What we do with your files and documents

If we have taken an electronic copy of any paper files or documents, you authorise us, at our option, to either return the files and documents to you or destroy the files and documents once an electronic copy has been taken. You authorise us (without further reference to you) to destroy all files and documents seven years after our engagement ends. We will not destroy any deeds, settlement agreements, wills or other document that you have asked us to hold in safe custody for you.

## Ending our engagement

You may end our engagement by giving us written notice at any time. You must pay our fees for work done and for other charges incurred up to the time of termination.

We may end our engagement at any time, including if our fees and charges are not paid when due.

If we become unable to act for you, all outstanding fees and other charges (up to the time of termination) will be billed to you. When you pay your account you have a right to uplift your file. Until your account is paid we have a right to keep any of your property in our possession (this is called a solicitor's lien).

## Our insurance cover

We hold professional indemnity insurance that meets or exceeds the minimum standards specified by the Law Society. We will provide you with particulars of the minimum standards upon request.

## Limitation of liability

Unless we expressly agree with you in writing that the limitations in this clause will not apply to all or any matters on which you instruct us, then to the extent permitted by law, our aggregate liability to you (whether in contract, equity, tort or otherwise) arising out of your engagement of us on a matter (or any series of related matters) is limited to NZ\$2,000,000 (including interest and costs).

If we provide services to any persons or entities related to or associated with you or to anyone else at your request (whether or not we also advise you) on a matter (or series of related matters) on which you engage us, then our aggregate liability to you and all those persons and entities in respect of that matter (or series of related matters) will be subject to this limitation (and you will ensure that those persons and entities agree to this).

## 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

We maintain a procedure for handling any complaints by clients, designed to ensure that a complaint is dealt with promptly and fairly.

If you have a complaint about our services or charges, you may refer your complaint to the person in our firm who has overall responsibility for your work.

If you do not wish to refer your complaint to that person, or you are not satisfied with that person's response to your complaint, you may refer your complaint to our General Manager, Kate Murray.

She may be contacted as follows:

1. By letter
2. By email [kate.murray@feelangstone.co.nz](mailto:kate.murray@feelangstone.co.nz)
3. By telephoning her on 09 366 5809

The Law Society 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.

## General

These 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.

Our relationship with you is governed by New Zealand law and New Zealand courts have exclusive jurisdiction.