

Information for Clients

Client Care and Service

Whatever legal services your lawyer is providing he/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 more fully in the Lawyers and Conveyancers Act, 2006 (Lawyers: Rules of Conduct and Client Care for Lawyers) Rules 2008. Those obligations are subject to other overriding duties to the courts and to the justice system.

If you have any questions, please visit www.lawsociety.org.nz or call (04) 472-7837.

Persons Responsible for the Work

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

Fees

The basis on which fees will be charged is set out in our letter of engagement. When payment of fees is to be made is set out in our standard terms of engagement.

We may deduct from any funds held on your behalf in our trust account any fees, expenses or disbursements for which we have provided an invoice.

Professional Indemnity Insurance

We hold professional indemnity insurance that exceeds the minimum standards specified. We will provide you with particulars of the minimum standard upon request.

Lawyers Fidelity Fund

The Law Society maintains the Lawyers' Fidelity Fund for the purposes 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 the Practice Administrator, Jeanne McDonald.

She may be contacted as follows:

- By letter
- By email at jeanne.mcdonald@arl-lawyers.co.nz
- By telephone at (04) 566-6777

Please note that should you have a complaint in regards to your invoice we would expect that this is raised within 14 days of the issue of the invoice.

The Law Society also maintains a complaints service and you are able to make a complaint to that service. To do so you should contact:

New Zealand Law Society
Lawyers Complaint Service
PO Box 494
Wellington 6140
Phone: 0800 261 801
Email: complaints@lawsociety.org.nz

Limitations on extent of our Obligations or Liability

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

Terms of Engagement

Services

The services which we are to provide for you are outlined in our letter of engagement.

Fees

Our fees are calculated in accordance with:

- The guidelines laid down by The New Zealand Law Society.
- Our hourly rates (which may be varied at our discretion).
- The nature of the work e.g. the time we spend on the matter, its complexity, degree of urgency, the level of skill, knowledge and responsibility involved, the result achieved.

Estimates are given as a guide only and **not** as a fixed quotation. Often it is not possible to give more than an estimate of the final costs because of the number of variable factors and outside agencies involved.

Please note any estimate of our fee is given as Goods and Services Tax (GST) Exclusive.

An office services fee may be included with your fees. This fee is for administration costs and covers postage, tolls/mobile calls, photocopying, and facsimile transmissions as these are not charged individually. It also covers file administration and long-term storage of your file.

If you decide not to proceed with the matter to completion, work done and payments made on your behalf are still payable by you.

A retainer may be required. You will be advised of this in our Letter of Engagement. The retainer will be deposited in the Practice Trust Account. No Court documents will be filed, nor Court appearances made, until we have received a retainer.

You authorise ARL Lawyers to make reasonable and confidential credit enquiries from an appropriate information provider.

Disbursements and Expenses

These include charges for fees charged by third parties (for example Local Authorities, the Courts) and are GST Inclusive where applicable.

Payment of Accounts

We will send interim invoices, usually monthly, for matters of an ongoing nature.

On completion of your matter or termination of our engagement, a letter and an invoice will be sent to you.

Our invoices are payable within 14 days of receipt.

Payment may be made by cash, cheque, Visa/Mastercard or EFT-POS. Sometimes we may be required to incur additional time or expense following the completion or termination of the matter. We will charge for this in the normal way.

The legal costs of property transactions are **due on or before** settlement of the transaction.

You authorise ARL Lawyers to deduct legal costs and disbursements from funds held on your behalf in the Trust Account.

If you have difficulty meeting these terms please contact us immediately to discuss your circumstances.

If an account is not paid we reserve the right to:

1. charge interest at the rate of 15% per annum,
2. refer the account to a Collection Agency and all costs incurred in the

Acceptance of Terms

The Terms of Engagement of Agreement above outline the terms upon which ARL Lawyers agree to act for you. In signing below or if you instruct us to proceed with this matter, you are accepting these terms.

Name

Date

Matter #:

collection of the debt will be added to your outstanding account.

Should your outstanding account be referred to a Collection Agency, please be aware that, in signing this document, you consent to the disclosure of your personal information to that Collection Agency. This disclosure is limited to Full Name, Date of Birth, Residential Address, Place of Work and any other means to contact you that we have on file.

Confidentiality

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 to the extent necessary to enable us to carry out your instructions and/or to the extent required by law or by the Lawyers and Conveyancers Act 2006, including the Rules of Conduct and Client Care for Lawyers.

Termination

You may terminate your retainer at any time. We may terminate our retainer in any of the circumstances set out in the Rules of Conduct and Client Care for Lawyers. If our retainer is terminated you must pay us all fees due up to the date of termination and all expenses incurred up to that date. When you pay your account, you have the right to uplift your file. Until your account is paid, we have the right to keep any property in our possession (including your file). This is called a solicitor's lien.

Retention of files and documents

We will retain all files and documents for this matter (in either physical or electronic form) for seven (7) years after our engagement ends. We will hold any documents in safe custody for you until you or your authorised representative require them.

Conflicts of interest

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 Rules of Conduct and Client Care for Lawyers.

Duty of Care

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

Trust Account

We maintain a trust account for all funds which we receive from clients (except monies received for payments of our invoices). If we are holding significant funds on your behalf we will normally lodge those funds on interest bearing deposit with a bank. In that case we will charge an administration fee of 4.4% of the gross interest derived.

Legal Aid

Should an Application for Legal Aid be unsuccessful, or you do not comply with any conditions on your grant of Legal Aid, you will be bound by the above payment terms and you will be charged for all work done, and payments made, on your behalf.

General

These terms apply to any current engagement and also to any future engagement, whether or not we send you another copy of them. Our relationship with you is governed by New Zealand law and New Zealand courts and have non-exclusive jurisdiction.

Signature:

Date of Birth:

Solicitor: