



SPARROWS SWAN & EAST LIMITED

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www.teeilaw.com

Terms of Engagement (Information for clients for legal services)

You / The Client: _____

1 General

These Standard Terms of Engagement (Terms) apply to any current engagement and 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. We will notify you where there are any significant changes.

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

2 Services

The service that we are to provide to you ("the Service") will be outlined in our letter of engagement. Which will usually be sent to you after receiving your initial instructions.

3 Proof of identity - personal details

3.1 In keeping with our responsibilities under various rules and regulations including the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (AML"), the Firm is required to positively identify a client before it can act for that client. Clients are therefore required to provide proof of identity in the form of a current passport or New Zealand drivers licence or other New Zealand government issued photo identification. Proof of a current residential address is also required.

3.2 If any of the services that the Firm is asked to provide includes any transactions involving a trust or the sale, purchase or transfer of property or the transfer, receipt or payment of funds, other than payment of legal fees, office expenses and disbursements, the Financial Transactions Reporting Act 1966 requires the Firm to carry out customer verification checks as well as enquiries to identify the source of any funds associated with any transaction.

4 Communications

4.1 All clients must provide their full contact details – residential and postal address, email addresses(s) and contact telephone number(s). For convenience, we usually send documents and other communication to clients by email. You are to let us know if any of your contact details change.

4.2 We will report to you periodically on the progress of your file and will inform you of any material or unexpected delays, significant changes or complications in the work being undertaken. You may request a progress report at any time, on reasonable notice.

4.3 From time to time, we will provide you with other information that may be relevant to you, such as the Firm's newsletters and information bulletins.

5 Fees and financial information

5.1 **Fees:** The basis upon which we charge fees will be set out in our letter of engagement.

(a) If the engagement letter specifies a fixed fee, we will charge that fee for the agreed scope of the Services as long as there are no material changes to the work required when we received your initial instructions. Work which falls outside that scope will be charged on an hourly rate. 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 any further costs.

(b) Where our fees are calculated on an hourly rate basis, the hourly rates of staff who we anticipate may be required to work on your file will be set out in our engagement letter. Any differences in those rates reflect the different levels of experience and specialisation of our professional staff.

(c) Time spent on a file is recorded in six-minute units.

(d) Hourly fees may be adjusted to ensure that the fee is fair and reasonable taking into account such things as the complexity, urgency, value and importance of the Services provided or to be provided. Full details of the relevant fee factors are set out in Chapter 9 of the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008 (Rules).

(e) If you instruct us on an urgent basis or any work you require us to undertake has urgent timelines or court dates to be met, we will charge additional fees.

5.2 **Fees and disbursements in advance:** Clients are required to pay a retainer to the Firm before the Firm can commence any work on behalf of the client unless alternative arrangements have been agreed to by the Firm. There may be occasions when a client will be required to pay estimated fees in full before any work is commenced or concluded.

5.3 We do not accept payment of our fees, office expenses or disbursements by instalments except where a retainer has been paid and instalment payments are made to cover the estimated cost of the file before the matter is concluded. We will not otherwise accept payment of our fees, office expenses or disbursements by instalments.

A client may be asked to pay any anticipated expenses or disbursements in advance. We may do this, on reasonable notice, at any time. Where there is a delay in complying with your instructions due to the non-payment of fees, expenses or disbursements by you, you accept full responsibility and risk for any consequences that has or that may arise from any such delay.

5.4 **Estimates:** You may request an estimate of our fees. If possible, we will provide you with an estimate (which may be a range between a minimum and a maximum amount or for a particular task or step). An estimate is not a quote. We will let you know if any estimate provided to you is likely to be exceeded especially if the amount is likely to be a substantial amount. Unless specified, our estimate of legal fees excludes GST, disbursements and expenses.

5.5 **Disbursements and Third-Party Expenses:** In providing the Services, we may incur disbursements and payments to third parties on your behalf. Where a disbursement is or will be over \$50.00 inclusive of GST, you must pay that disbursement in advance. This includes court filing fees. We do not accept any responsibility for any delays caused by the late payment by you of any disbursements.

5.6 Where a disbursement is less than \$50.00 inclusive of GST and, we agree to pay this on your behalf, then you, as the client, authorises the Firm to incur those disbursements (which may include such items as search fees, registration fees, travel and courier charges), on your behalf.

5.7 You authorise the Firm to make payments to third parties on your behalf to enable that third party to undertake certain services as are reasonable to allow us to carry out your instructions. These payments may include payment for a report from a specialist in any particular line of work or subject. These payments will be shown as "disbursements" in our invoices. Where any such payment is made on your behalf, you agree to reimburse the Firm the total payment(s) made even if you terminate your instructions to the Firm or the Firm, for any reason, ends its relationship with you.

5.8 **Office and Administration expenses:** In addition to disbursements, we will charge an office fee of \$200.00 inclusive of GST to cover any out of pocket expenses which are not included in our fee and which are not recorded as disbursements. These cover items such as photocopying, printing, postage, mobile phone calls, AML checks and certification and the storage of your file once the file has been closed (see clause [7]).

5.9 **Goods and Services Tax (GST)** is payable on our fees, office expenses and disbursements.

5.10 **Invoices:** We will make every effort to send interim invoices to you at different stages while working on your file. 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.

5.11 **Payment:** Invoices are payable within 7 days of the date shown on the invoice.

(a) You, the client, authorise the Firm to deduct our fees, office expenses and disbursements from

any funds held in our trust account on your behalf when we send you an invoice unless those funds are held for a particular purpose.

(b) If an invoice is not paid when it falls due, the Firm is entitled to:

(i) Charge interest on any amount outstanding after 7 days calculated at the rate of 8% above the overdraft rate that the Firm's main trading bank charges.

(ii) Stop work on your file until payment is received in full. We accept no responsibility for any delays or non-appearances in court due to failure by you to pay our fees, expenses or disbursements.

(iii) Request full payment of the estimated amount to conclude the file before any further work is undertaken on your behalf.

(iv) If payment is not received in accordance with our terms of engagement then the Firm will apply in full, any costs that the Firm incurs (including on a solicitor/client basis) in seeking to recover money owing to the Firm. This includes any fees that a debt collection agency may charge the Firm, if the outstanding invoice is referred to a Debt collection agency.

5.12 **Third Parties:** Although you may instruct us to send our invoice to a third party for payment, you remain liable for payment of that invoice.

5.13 **Trust Accounting:** The Firm operates a trust account. All money received from you or on your behalf will be held to your credit in our trust account.

(a) Payment from funds held on your behalf can only be made in accordance with your instructions unless that payment or those payments are to cover an invoice for legal fees, office expenses or disbursements related to the Service or Services that the Firm has or will provide to you.

(b) Written authorisation from you (and if we are acting for more than one of you, from all of you) will be required when payment is to be made to another account or to a third party. Before making payment to another account, whether that account is your own or the account of a third party, we will require verification of that other account. That verification may require you or the third party to provide to the Firm a copy of a bank deposit slip, bank statement or signed letter from the bank or other financial institution showing the name of the bank or financial institution, the account number into which payment is to be made and the name of the account holder.

(c) A full record of the Firm's trust account is kept updated at all times. A statement of trust account transactions detailing funds received and payments made on your behalf will be provided to you periodically or at any time upon your reasonable request and, when work on

your file has been completed or the relationship between you and the Firm has ended.

- (d) Unless it is not reasonable or practicable to do so, when we hold or are likely to hold significant funds on your behalf in our trust account for a period that exceeds or that may exceed one calendar month, we may place those funds on a call deposit account with the Firm's bank subject to you having completed, to the bank's satisfaction, any request by the bank for information relating to the deposit of funds or such other certification or documentation required by the bank.
- (e) Interest earned from call deposits, less withholding tax and an interest administration fee payable to us of 6% of the total interest earned, will be credited to you.

6 Confidentiality and Personal Information

6.1 **In Confidence:** We will hold in confidence all information concerning you and your affairs that we acquire during the course of acting for you. We will not disclose any of that information to any other person or entity except:

- (a) To the extent necessary or desirable to enable us to carry out your instructions; or
- (b) As expressly or impliedly agreed by you; or
- (c) As necessary to protect our interests in respect of any complaint or dispute; or
- (d) To the extent required or permitted by law including the rules and regulations relating to personal and corporate insolvency.

6.2 Confidential information concerning you will be available to those within the Firm who are required to work on your file.

6.3 **Personal information and Privacy:** 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 to communicate with you. We cannot and will not act for a client until the client has provided such personal information as the Firm requires to positively identify that client.

6.4 Subject to clause 6.1, you authorise us to disclose, in the normal course of performing the Services, such personal information to third parties for the purpose of providing the Services and any other purpose set out in these Terms.

6.5 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.

The information we collect and hold about you will be kept in our offices and/or stored at a secure file storage site away from our offices. Information may also be stored in electronic or digital format. If you are an individual, you have the right to access and correct this information. If you require access to that information, please contact our staff, with reasonable notice.

6.6 In terms of the Privacy Act 2020, if a client's personal information is inadvertently released to a third party, the Firm is required to assess whether the inadvertent release of that information is a notifiable privacy breach. If it is, then the Firm must urgently notify the client and the Privacy Commissioner. The Firm must also take all necessary steps to negate or reduce any potential or possible risk to the client.

7 Documents, Records and Information

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

- (a) 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).
- (b) 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.
- (c) We are not obliged to retain copies of documents that you ask us to release to you or to another person although we may retain copies of those documents if, in our view, it is prudent to do so.

7.2 On request, which must be reasonable, we will release to you, copies or originals (at our discretion) of all documents to which you are entitled under the Privacy Act 2020 or any amendments of that Act or any other relevant law. We are entitled to charge you a reasonable fee for providing those documents to you.

7.3 Where we hold documents or information that belongs to a third party, we are not authorised to release that information or those documents to any other party without that third party's verified written authority.

7.4 Unless you otherwise instruct, you authorise and consent to the Firm (without further reference to you), destroying or in the case of electronic records, deleting, all files and documents in respect of the Services that we have provided to you seven (7) years after all work on your file has been completed or our engagement ends. This implied authority and consent does not include those documents that we hold in safe custody for you, such as Wills, Relationship Property Agreements or such other documents that the Firm is required by law to hold for no less than ten (10) years, such as conveyancing files. The Firm may, at its discretion, retain any document or documents for longer periods.

7.5 The Firm may, at its discretion and cost, opt to return certain documents to you rather than retaining that or those documents in our deeds register or in storage.

7.6 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 those documents as you see fit for your own use. You may not however allow or authorise any third party to copy, adapt or use such documents without our permission.

8 Conflicts of Interest

8.1 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.

- 8.2 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 will follow the requirements and procedures set out under the Rules. This may mean that we cannot act for you or continue to act for you in a particular matter and, we may have to terminate our engagement with you.

9 Duty of Care

- 9.1 Our duty of care is to you and not to any other person. We have no liability and owe no duty or responsibility to any other person including for example any directors, shareholders, associated companies, trustees, employees or family members unless we expressly agree in writing. We do not accept any responsibility or liability whatsoever to any third party who may be affected by our performance of the Services or who may rely on any advice we give to you as the client except as expressly agreed by us in writing.

- 9.2 Our advice is not to be referred to, in connection with any prospectus, financial statement or public document without our written consent.

- 9.3 Our advice is opinion based on the facts provided to us by you and on our professional judgement. That advice 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.

- 9.4 Our advice relates only to the particular matter for which you have instructed us and for which we have agreed to act. Once that matter is completed and we have closed your file and reported to you, we will not owe you any duty or liability in respect of any related or other matter unless you specifically instruct us in respect of that related or other matter.

- 9.5 Where possible, communication with clients will generally be by email and/or telephone, unless otherwise agreed. We cannot guarantee that using emails or the telephone will always be consistent or secure even though we have systems in place to prevent any disruptions. We will therefore not be liable for any damage or loss caused by any disruptions to email or telephone systems which are beyond our control.

10 Limitations on our Obligations or Liability

- 10.1 The Firm does not provide investment, financial or tax advice and accepts no liability in respect of investment, financial or tax consequences related to the legal Services provided.

- 10.2 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 paid out under the Professional Indemnity Insurance held by the Firm.

11 Lawyers' Fidelity Fund

- 11.1 If a client entrusts property, including money, with the Firm and the client suffers loss due to misappropriation, theft or conversion of that property by the Firm (which includes any principal, associate or employee), the

client is protected by the Lawyers' Fidelity Fund. The maximum amount payable by the Fidelity Fund by way of compensation to an individual 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 a client.

12 Limited Scope Retainers Law Help Scheme

- 12.1 The Firm does not offer free legal advice. It does however offer legal advice under its Law Help scheme. The purpose of the scheme is to allow a client to meet on a one-off basis with a lawyer in the Firm. This meeting is limited to twenty (20) minutes for which a one-off fee of \$100.00 inclusive GST will be charged. That payment must be made before the commencement of that meeting. If the twenty (20) minute time period is exceeded, the Firm is entitled to charge on an hourly rate basis plus GST for the total time exceeded.

- 12.2 The advice provided under Law Help is limited to the information provided by the client at that meeting. It is the client's responsibility to bring all relevant information to that meeting. There is no follow up by the lawyer or the Firm once the meeting has concluded. Neither the lawyer nor the Firm will undertake any telephone enquiries or correspond with any other party either during or after the meeting in relation to instructions received from the client.

- 12.3 Any photocopying or printing of emails undertaken at the request of the client will attract a fee of \$0.50 cents per page which must be paid prior to any photocopying or printing being undertaken.

- 12.4 Subject to clause 12.5, neither the lawyer nor the Firm will undertake any work on behalf of the client in relation to the matters discussed as part of the Law Help meeting after the meeting has concluded. A receipt will be prepared and handed to the client and the Law Help file for that client will be closed.

- 12.5 Should the client, at the end of the Law Help meeting, instruct the Firm to act, then he or she is to complete the **Firm's Identity and Address Verification** form and will be handed or sent a copy of the Firm's Terms of Engagement (this document). Our fees will then be charged in accordance with clause [5.1].

- 12.6 A client may request a further one-off meeting under the Law Help Scheme at any time within a twelve (12) month period but a client may not use the Law Help Scheme more than twice within a period of twelve (12) calendar months from the first Law Help meeting.

13 Termination

- 13.1 You may terminate your instructions to the Firm at any time.

- 13.2 We may terminate our retainer in any of the circumstances set out in the Rules including the existence of a conflict of interest, non-payment of fees, office expenses and/or disbursements and/or failing to provide instructions.

- 13.3 If our retainer is terminated by you or by us, you are required to pay to us any fees, disbursements and expenses incurred up to the date of termination.

14 Feedback and Complaints

14.1 We welcome feedback from clients. If you would like to comment on any aspect of the service provided by us including how we can improve our service to you, please contact the lawyer responsible for your file.

If you have any concerns or complaints about our service to you, please raise those with the person dealing with your file promptly. He or she will respond to your concerns as soon as possible. If you are not satisfied with the way that your concern or complaint has been dealt with, please raise the matter with the principal of the Firm, Poi Teei. He may be contacted by email pteei@teeilaw.com or (09) 837 3207. We will endeavour, in good faith, to resolve the matter with you in a way that is fair to all concerned.

14.2 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.

The contact details are: Lawyers Complaints Service
PO Box 5041, Wellington 6140
Telephone: 0800 261 801
Email: complaints@lawsociety.org.nz
Website: www.lawsociety.org.nz/for-the-community/lawyers-complaints-service/concerns-form

15 Acknowledgement and receipt

15.1 We are required, when we have agreed to act for a client, to hand or to send a copy of this document to the client. Please read this document carefully. If there is anything in this document that you do not agree with then you must urgently contact the Firm or the person dealing with your file. A meeting will be held with you to discuss any concerns raised. This meeting may be face to face, by telephone or via audio visual link. If the issues raised by you cannot be resolved by agreement then the Firm may not be able to act for you or, to continue acting for you.

I/We acknowledge receipt of a copy of this document:-

Name:.....

Signature:

Date:

A copy of this document was sent/handed to the client on the

A Range of our Services

- Adoption
- Buying and selling property – houses, apartments, sections and commercial properties
- Buying and selling businesses and companies
- Civil and criminal court appearances
- Estates – applying for probate or letters of administration
- Employment – Agreements – Mediation – Employment Authority
- Enduring Power of Attorney preparation – General Power of Attorney preparation
- Family Court -parenting applications, contact with children, protection orders, relationship property disputes, separation.
- Family Trusts
- Incorporated societies and charitable trusts
- Legal Aid – Civil and Family only
- Lease of commercial property
- Immigration – visitor, work, residence visas
- Relationship Property Agreements
- Traffic matters – work licences, drink drive matters
- Wills

Languages spoken

- English
- Cook Island Maori
- Hindi
- Marathi
- Konkani
- Samoan

Legal Aid

[Information to be added to the Terms of Engagement where a client applies for civil or family legal aid -]

- 1 Legal aid is a service run by the Ministry of Justice to provide financial assistance to those who are unable to pay private legal fees and costs. There may be instances where legal aid may be available for non-court proceedings. Income and assets thresholds apply but generally those in receipt of a benefit and who have no assets may qualify for legal aid. Legal aid is governed by the Legal Services Act 2011 and is administered by the Ministry of Justice. There are a number of matters that may not be covered by legal aid. Ultimately, it is the Ministry of Justice that decides if it will grant a person legal aid.

If a client wishes to apply for legal aid, the lawyer dealing with the file can assist with preparing and lodging the legal aid application. The client will be asked to provide the information requested in the legal aid application which includes information about a client's income and assets. Proof of income or benefit must be provided.
- 2 Legal aid is not a free service. If legal aid is granted, you and the Firm will receive written confirmation from the Ministry of Justice. This will set out the terms of the legal aid grant, confirm the amount that the Ministry is prepared to pay towards legal fees and costs.
- 3 If you own property, the Ministry of Justice may make it a condition of your grant of legal aid that a charge is registered against your interest in that property. The Ministry will send the required documentation to the Firm which you will need to sign to allow the charge to be registered.

That charge will remain against the property until the property is sold, at which time you will need to repay the full amount owing to the Ministry of Justice, if any. The Ministry is entitled to charge interest against any money that remains outstanding.

If your matter involves a dispute where you receive funds as part of any settlement or court order, the Firm is bound to hold sufficient funds in trust from those funds to repay your grant of legal aid in full.
- 4 This includes the cost of having the charge removed from the title of any property, if applicable.
- 5 You must let The Ministry of Justice know if there are any changes to your contact details, employment status, financial and family circumstances and anything else that may have a bearing on your grant of legal aid.
- 6 Once legal aid is granted, we will carry out the required work on your file. We will report to you and to the Ministry of Justice at different times. We will also file invoices for any work that has been undertaken on your behalf. The Ministry will contact you when invoices have been approved for payment and will set out your right to have those invoices examined.
- 7 If you are dissatisfied with the terms of your grant or your application is declined, you can apply to have your application reconsidered or reviewed by the Legal Services Commissioner. You may also appeal any decision by the Ministry of Justice. In each case, you must act promptly as strict time limits apply.
- 8 If you are required to repay the full amount of your legal aid grant, you can apply to the Ministry of Justice for an exemption from having to repay. We can advise you of the process, but we cannot make that application on your behalf.
- 9 Aside from preparing and filing the legal aid application, no further work will be undertaken on a client's file unless and until legal aid has been granted.
- 10 If legal aid is not granted, the client may instruct the Firm to act on his or her behalf. The Firm's standard terms including the payment of a retainer in advance and hourly rates, will apply.
- 11 The Firm is authorised to undertake civil and family legal aid work. It will not accept any instructions for criminal legal aid. For more information about legal aid, visit the Ministry of Justice– www.justice.govt.nz

Acknowledgment by those applying for legal aid

I, _____ acknowledge that I have been advised to read the above carefully and that:-

- (a) A charge may be registered against my interest in any property.
- (b) I do not have insurance to meet the costs of any legal proceedings by me or against me.