

STANDARD TERMS OF ENGAGEMENT AND INFORMATION TO CLIENTS

These Terms of Engagement apply in respect of all work carried out by me for you.

KEY FEATURES OF MY RELATIONSHIP WITH YOU

What I will do for you

I will keep you informed about the work I am doing. If you have a question or concern about what I are doing, please contact me so we can discuss it.

If you are concerned about how much the work will cost, just let me know. I will give you an estimate of my fee based on the work I think I will need to do. If this changes at any time, I will let you know and provide an updated estimate.

What I need from you

Please take time to confirm your requirements. It is important that you do this so I can do my best to meet your expectations and deliver the service you require.

Please keep up to date with the payment of my fees or any agreed payment arrangements so I can continue to act on your behalf.

Please provide all the information I need to act on your behalf and advise me of any changes to your circumstances, as this may affect the advice you require.

My full terms and conditions are below, please take time to read these carefully. I am happy to discuss and explain any of these if they are unclear.

TERMS OF ENGAGEMENT

Thank you for choosing to instruct David Burton to act for you.

These terms form part of your contract with me, except as otherwise agreed in writing. If you have any questions about these terms, please contact me.

Acting for You

I will provide you legal services as outlined in my letter of engagement. I will not provide advice on any tax or accounting matters relating to the work I do for you.

My duty of care is owed to you and not to any other person. No other person may rely on my services unless I expressly agree to this in writing.

When I act for you, you agree that I may accept instructions as below unless you advise me otherwise in writing. If I act for:

- a company, I may accept instructions from any director or officer of that company, or any employee or other person whom you authorise to work with me; and
- a trust, I may accept instructions from any trustee or officer of that trust, or any other person whom you authorise to work with me; and
- a partnership, I may accept instructions from any partner, officer, or employee, or other person whom you authorise to work with me; and
- a couple, I may accept instructions from either individual and those instructions will bind both of you.

I will do my best to identify any conflict of interest. If a conflict of interest is identified then I will immediately let you know and discuss how I propose dealing with the situation.

Client Care

My obligations to you are described in the *Rules of Conduct and Client Care for Lawyers*, which may be found in full at www.lawsociety.org.nz

I hold professional indemnity insurance that exceeds the minimum standard specified by the New Zealand Law Society. If you require details of our insurance, please let me know.

When providing legal services to you I will:

- act competently, in a timely way, and in accordance with instructions received and arrangements made with you;
- protect and promote your interests, and act for you free from compromising influences or loyalties;
- discuss with you your objectives and how they can 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; and
- let you know how to make a complaint and deal with any complaint properly and fairly.

If you have any questions regarding my client care obligations to you please contact me, visit lawsociety.org.nz or telephone the Law Society on 0800 261 801.

Your Privacy and Confidentiality

I treat all information I hold about you as private and confidential. I will not use it or share it unless I need to so that I can carry out the work you have asked me to do, or the law requires its disclosure. You authorise me to collect and hold personal information about you related to the work you have asked me to do, and as provided for by these Terms of Engagement.

I may use the information I hold about you to provide you with legal services and to inform you about issues and developments that may be of interest to you. I may also use this information to obtain credit references or other references about you, and I may give the information to debt-collection agencies if you have not paid an invoice when it is due. You authorise me to obtain from any person, or to release to any person, any information that is necessary for those purposes and you also authorise any person to release any information to me that I require for those purposes.

Under the *Privacy Act 2020* you have the right to have access to personal information that I hold about you and to require me to change it if it is not correct.

Legal Costs

I will charge you a reasonable fee for the work I carry out, and this may take into account a number of factors which are referred to in my Letter of Engagement including the time spent on your work by me. I have set out in my Letter of Engagement the specific basis on which I will charge you. I will generally invoice you fortnightly for the work carried out by me.

If the Letter of Engagement specifies a fixed fee, I will charge this for the agreed scope of my services. If the Letter of Engagement specifies an estimate, I will do my best to carry out the scope of work for that charge. However, the actual cost may differ from the estimate. For work which exceeds the specified scope, I will charge you a reasonable fee based on relevant factors including the time spent on your work. I will advise you as soon as reasonably practicable if it becomes necessary for me to provide services outside the agreed scope, and if requested give you an estimate of the likely amount of the further costs.

Where my fees are calculated based on an hourly rate, the rates are set out in the Letter of Engagement. Time spent on your behalf is recorded in six minute units, with actual time spent rounded up to the next six minute unit.

GST is payable by you on my fees and charges. In addition to my fees, I will charge you any actual third party costs as a disbursement.

I charge an office fee of \$30.00.

Although you may expect to be reimbursed by a third party for my fees and expenses, and although my invoices may at your request or with your approval be directed to a third party, nevertheless you remain responsible for payment to me if the third party fails to pay me.

Invoicing and Payment

My general terms of payment are 7 days from the date of the invoice, unless alternative arrangements have been agreed with you. My invoices can be paid by direct bank transfer or cheque. I will not provide you with a receipt unless you specifically request one.

If you do not pay my invoice by the due date, I may stop acting for you. In the unlikely event that this happens, I will notify you that I intend to stop acting for you. You will continue to be responsible for paying my invoices for the work I have done for you and any default interest and costs which accrue in accordance with these terms.

If you fail to pay any amount on the due date, I may charge default interest on the amount outstanding calculated on a daily basis at my current overdraft rate plus 1% from the due date until the date on which I receive payment. Legal action may be taken to recover any unpaid invoices after two months. You will be liable for any legal/debt collection costs on a solicitor/client basis.

I assume that where I have sent you an invoice, you authorise use of any funds held by me on your behalf to pay the costs owed to me.

What to do if you have concerns about my Work or a Complaint

I value my relationship with you. If at any time you have any concerns about my work, my costs, or a complaint, please contact me.

I will endeavour to resolve your concern or complaint in an effective manner.

If I am unable to resolve this matter to your satisfaction, then I will assist you in referring your concern or complaint to the New Zealand Law Society Complaints Service. You have a right to raise any concern or complaint regarding my work with the Law Society at any time.

Ending the Engagement

You can end your engagement with me at any time. Please notify me of this in writing and I will then send you an invoice for my fees and disbursements up to the date of termination. I will provide you with your documents, if you wish to have them, once you have paid all amounts owed. I may keep a copy of any documents you take.

I may terminate our relationship with you in any of the circumstances set out in the New Zealand Law Society's *Rules of Conduct and Client Care for Lawyers*. These include where fees are not paid in accordance with these Terms of Engagement.

Documents, Records and Information

When I have completed the work you have instructed me to do, I will keep all important documents that relate to that work for at least six years. You can request those documents at any time, and I will provide them to you when all our costs and disbursements have been paid – I may charge you a reasonable cost for providing the documents.

Where I keep your documents, you authorise me to destroy those documents six years after the date of my final invoice. I may choose to destroy paper files earlier if I retain electronic copies of the file. This does not include any particular documents that you have given me for safekeeping.

In the event that my business is sold, merged or otherwise transferred to another legal entity, you authorise me to transfer any documents, records and other information I may hold relating to you and the work you have asked me to do.

I own copyright in all documents and work I create in the course of providing legal services to you, however I grant you a non-exclusive licence to use and copy the documents (without change) as you see fit for your own use. However, you may not permit any third party to copy, adapt or use the documents without my written permission.

Limitation on our Liability

To the extent allowed by the law, my aggregate liability to you (whether in contract, tort, equity or otherwise) in connection with my services is limited to the amount available to be payable under the professional indemnity insurance held by me.

General

These Terms of Engagement apply to any current work and also to any future work whether or not I send you another copy of these Terms of Engagement.

I may change these Terms of Engagement from time to time, in which case I will advise you of the changes.

Our relationship is governed by New Zealand law.