



Henderson Reeves
Connell Rishworth
creating *smart legal solutions*

Terms of Engagement

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*These Terms apply to all work carried out for you by
Henderson Reeves Connell Rishworth Lawyers Limited.*

1. Confidentiality: We keep confidential all information concerning you or your affairs which we acquire while acting for you. We will not disclose any of this information to any other person except:

- as authorised by you or
- as is necessary or desirable to enable us to carry out your instructions, or
- as required by law or by the New Zealand Law Society's Rules of Conduct and Client Care for Lawyers.

Your confidential information will be made available only to those within our firm who are providing legal services for you, as far as that is practicable.

2. 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.

3. Trust Account: We will maintain a trust account for all funds we receive for you. If we are holding significant funds for you we will normally place them on interest bearing deposit with a bank and charge an administration fee of 5% on interest earned.

4. Professional indemnity insurance & fidelity fund: We hold professional indemnity insurance which exceeds standards specified by the Law Society. In addition, the Lawyers' Fidelity Fund provides cover up to specified maximum sums (currently \$100,000 excluding investment monies) for clients who suffer financial loss by theft in certain circumstances.

Limitation of Liability: Our liability for any claim for loss by you shall be limited to a maximum of \$1,000,000.

5. Retention of files and documents: You authorise us to destroy all files and documents (other than any documents that we hold in safe custody for you) 2 years after our engagement ends, or earlier if we have converted those files and documents to an electronic format. You can uplift your file at any time prior to destruction.

You authorise us to charge a one-off disbursement of \$25 for storage of your file after it is closed. Where the storage requirements are larger than a single file, we may ask you to uplift the files or pay greater storage charges.

We are entitled to hold your file and documents until any fees owing to us for any reason are paid in full.

6. Problems and Complaints: If you are unhappy with, or uncertain about any aspect of our work or billing, please tell us promptly. Please first contact the person doing your work, but if still dissatisfied, contact the director concerned. You may refer an account to the New Zealand Law Society's Lawyers' Complaint Service at: 26 Waring Taylor Street, PO Box 5041, Wellington 6145, Ph: (04) 472 7837 / Fx: (04) 473 7909.

7. Our fees: Will be set out in an engagement letter for the agreed scope of services. Work outside that scope will be charged on an hourly rate basis. We will advise you if we have to provide services outside the agreed scope and, if requested, give you an estimate of the likely amount of the further costs. Where our fees are calculated on an hourly basis, the hourly rates will be set out in our engagement letter and may be varied by us from time to time and will be available to you upon request.

Information for clients

Client care and service information required by the Lawyers and Conveyancers (Conduct and Client Care) Rules 2008.

Invoices will be sent either monthly or on completion of the matter and will include disbursements and expenses paid for you.

8. Payment: Invoices are payable within 14 days unless alternative arrangements have been made with us. Interest will be paid on any amount which is not paid by the due date and will be calculated at 14% per annum.

9. Security and authority to deduct: We may ask you to pre-pay amounts to us, or to provide security for our fees and expenses. If you are a company we may ask for personal guarantees of fees.

You authorise us to deduct fees, expenses or disbursements, for which we provide an invoice, from funds held on your behalf in our trust account.

10. 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 will remain responsible for payment to us if the third party fails to pay us.

11. Future Engagements: These Terms apply to any current engagement and any future engagement, whether or not we send you another copy of them. We are entitled to change the Terms from time to time, in which case we will send you amended Terms.

12. Termination: You or we may terminate our engagement at any time. If our engagement is terminated you must pay us all fees and expenses due up to the date of termination.

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 interests 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 complaints promptly and fairly.
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The obligations lawyers owe to clients are described in the *Rules of Conduct and Client Care for Lawyers*.

The obligations are subject to other overriding duties, including duties to the courts and to the justice system.