

SB LAW TERMS OF ENGAGEMENT

Client/Company Name		
Address	Street	
	Suburb	
	City Locality	
Contact Details	Day Ph:	
	Night Ph:	
	Email	

1.0 Provision of Legal Services

- 1.1 We will carry out the work you instruct us to do (from time to time) in a professional manner and will give you a full statement of account for that work.
- 1.2 Upon request we will (where possible) give you an estimate of the cost of that work. Any estimate given does not amount to a precise quotation.

2.0 Payment for Legal Services

- 2.1 Before proceeding with any work on your account **we require a deposit of \$300.**
- 2.2 Unless we agree to a fixed fee, work for the agreed scope of our services will be charged out on an hourly basis @ \$ **(speak to your lawyer) per hour (exclusive of GST)** which is calculated in accordance with New Zealand Law Society guidelines. Time spent is recorded in six minute units, with time rounded up to the next six minutes.
- 2.3 We will normally render an interim account and thereafter a monthly invoice, but we may render an additional invoice where we incur a significant expense.
- 2.4 We may require advance payments into our trust account. Those payments may be credited against our accounts or used to make other payments payable by us on your behalf.
- 2.5 Upon request you must immediately pay us all money properly paid or payable by us on your behalf. Payment of fees is expected within **14 days** of the rendering of our invoice unless an alternative arrangement is entered into. We reserve the right to charge interest on unpaid accounts not paid within **28 days** of the invoice being rendered, at a rate of **15% pa.**
- 2.6 Where you have an outstanding account our fees will be deducted from any money held on your behalf. If you want us to transfer funds to you electronically we require a bank encoded deposit slip. Please be aware you will incur an **administration fee of \$25** for such a service.

3.0 Legal Aid

- 3.1 If you qualify we will assist you in a legal aid application. **Please note that it is your responsibility to ensure that the application forms are completed.**
- 3.2 If successful your account will be paid by the Legal Services Agency but you will likely be required to pay back this grant.
- 3.3 If you fail to qualify for legal aid, or further legal aid is not granted, or you fail to comply with any of the conditions set by the agency, then you are **liable to us for the payment of our fee plus GST.**

4.0 Variation of this Contract

- 4.1 This contract may only be varied by written agreement between yourself and us.

5.0 Change in Constitution

- 5.1 If any partner joins or retires from the firm this agreement will thereafter be between you and the then partners.

6.0 Termination

- 6.1 You may terminate our retainer at any time.
- 6.2 We may terminate our retainer in any of the circumstances set out in the Law Society's Rules of Conduct and Client Care for Lawyers
- 6.3 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.

7.0 Professional Responsibility

- 7.1 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.

8.0 Confidentiality

- 8.1 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:
 - a to the extent necessary or desirable to enable us to carry out your instructions; or
 - b to the extent required by law or by the Law Society's Rules of Conduct and Client Care for Lawyers.
- 8.2 Confidential information concerning you will as far as practicable be made available only to those within our firm who are providing legal services for you.
- 8.3 We will of course, not disclose to you confidential information which we have in relation to any other client.

9.0 Conflicts of Interest

- 9.1 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.

10.0 Trust Account

- 10.1 We maintain a trust account for all funds which we receive from clients (except monies received for payment 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 8% of the interest derived.

11.0 Retention of Files and Documents

- 11.1 You authorise us (without further reference to you) to destroy all files and documents for this matter (other than any documents that we hold in safe custody for you) 7 years after our engagement ends, or earlier if we have converted those files and documents to an electronic format.

12.0 Miscellaneous

- 12.1 If you do not comply with this contract, or if any circumstances that are set out in the New Zealand Law Society's rules of Conduct and Client Care for Lawyers arise, then without prejudice to any other rights we may have, we may cease work immediately. All fees and expenses are payable up to this date.
- 12.2 If more than one client is named in this contract, their obligations are joint and several.
- 12.3 We may collect from any person, retain, use, and disclose information about you for the purposes of our usual business activities. You may access and correct that information.

13.0 General

- 13.1 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.
- 13.2 Our relationship with you is governed by New Zealand law and New Zealand courts have non-exclusive jurisdiction.
- 13.3 **By signing below or being in receipt of these terms without indicating any concerns within 14 days of receipt, you are indicating that you have read, understood and accepted the terms set out above.**

Signed by Client/s _____ Date: _____