



INFORMATION AND TERMS OF ENGAGEMENT

Thank you for instructing us to assist you with your legal matter.

The following information and terms of engagement is in accordance with the *Lawyers and Conveyancers Act* and the *Rules of Conduct and Client Care for Lawyers*.

If you require any help to understand or clarify any of these terms please do not hesitate to contact the person in the enclosed letter.

1 General

1.1 These Standard Terms of Engagement (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. Our relationship with you is governed by New Zealand law and New Zealand courts have exclusive jurisdiction.

2 Services

2.1 We are a community organisation with limited resources and our service provision is subject to eligibility criteria. The eligibility criteria are with respect to your financial means as well as the type of legal matter you need assistance with. These aspects are considered at the outset of your contact with our Centre (you have supplied this information to us either verbally or on the registration form at the initial contact).

2.2 At any stage if your circumstances change which may affect your eligibility for our services, you must notify us ASAP.

2.3 The services we are to provide for you are outlined in our letter of engagement along with any further instructions that you provide to us in writing (or that we record in writing).

2.4 The main contact and or person responsible for your instructions is recorded in your *letter of engagement*. However, please note, in order to provide you with efficient services, it may be that part or all of your instructions will be delegated to other professionals in our firm. For example, a legal assistant may complete research and general drafting of documents.

2.5 Where matters are beyond the scope of the solicitors' area of knowledge or expertise or where your case requires a specialist's legal service you will be referred accordingly.

3 Fees / Charges

3.1 Our service will be provided on a no fee basis to people who meet our eligibility criteria. We may seek payment from third parties for your legal issue including but not limited to employers and ACC.

Email. reception@clwaikato.org.nz

Tokoroa, Putaruru, Thames, University of Waikato (Student Services), Settlement Centre Waikato, Ngaruawahia, Otorohanga, Te Aroha, Te Kuiti, Huntly, Raglan

Level 2, 109 Anglesea Street, PO Box 1319, Hamilton 3240 **Phone.** 0800 529482 **Fax.** 07 8395158

4 Client Care & Professional Duty

4.1 The *Rules of Conduct and Client Care for Lawyers* sets out the professional standards for legal services. 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 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.
- 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.

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

4.3 Our advice is opinion only, based on the facts known to us and on our professional judgement, and 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.

4.4 Our advice relates only to each particular matter in respect of which you engage us. Once that matter is at an end, we will not owe you any duty or liability in respect of any related or other matters unless you specifically engage us in respect of those related or other matters.

4.5 The obligations lawyers owe to clients are described in the Rules of Conduct and Client Care for Lawyers. Those obligations are subject to other overriding duties, including duties to the courts and to the justice system.

4.6 If you have any questions please visit www.lawsociety.org.nz or call 0800 261 801.

5 Communications

5.1 We will obtain from you contact details, including email address, postal address and telephone numbers. We may provide documents and other communications to you by

email (or other electronic means). You will advise us if any of your contact details change.

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

5.3 We expect our clients to maintain timely and professional communication which includes but is not limited to the following:

- To fill out the registration (green) form completely and accurately
- Provide details of the other party in your matter to enable identification of any possible conflict(s) of interest
- Provide all relevant information and documentation within reasonable time
- Respond to our letters, phone messages and emails in a timely manner
- Attend appointments/hearings on time

6 Conflicts of Interest

6.1 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.

6.2 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 follow the requirements and procedures set out in the Rules. This may mean we cannot act for you further in a particular matter and we may terminate the engagement.

7 Confidentiality and Personal Information

7.1 **Confidence:** We will hold in confidence all information concerning you or your affairs that we obtain during the course of acting for you.

7.2 We will not disclose any of this information to any other person except:

- to the extent necessary or desirable to enable us to carry out your instructions; or
- as expressly or impliedly agreed by you; or
- as necessary to protect our interests in respect of any complaint or dispute; or
- to the extent required or permitted by law.

7.3 **Personal information and Privacy:** In our dealings with you we will collect and hold personal information about you.

7.4 We will use that information to carry out the Services and to make contact with you about issues we believe may be of interest to you. Provision of personal information is voluntary but if you do not provide full information this may impact on our ability to provide the Services.

7.5 Subject to clause 5.1, 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 purposes set out in these Terms.

7.6 The information we collect and hold about you will be kept at our offices and/or at secure file storage sites (including electronic storage) elsewhere. If you are an individual, you have the right to access and correct this information. If you require access, please contact our management.

8 Documents, Records and Information

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

- 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).
- 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.
- We are not obliged to retain documents or copies where you have requested that we provide them to you or to another person and we have done so, although we are entitled to retain copies for our own records if we wish to do so.

8.2 We will provide to you on request copies of all documents to which you are entitled under the Privacy Act 1993 or any other law. We may charge you our reasonable costs for doing this.

8.3 Where we hold documents that belong to a third party you will need to provide us with that party's written authority to uplift or obtain a copy of that document.

8.4 Unless you instruct us in writing otherwise, you authorise us and consent to us (without further reference to you) to destroy (or delete in the case of electronic records) all files and documents in respect of the Services seven years after our engagement ends (other than any documents that we hold in safe custody for you or are otherwise obliged by law to retain for longer). We may retain documents for longer at our option but not unnecessarily.

8.5 We may, at our option, return documents (either in hard or electronic form) to you rather than retain them. If we choose to do this, we will do so at our expense.

8.6 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 the documents as you see fit for your own personal or commercial use. However, you may not permit any third party to copy, adapt or use the documents without our written permission.

9 Professional Indemnity Insurance

9.1 We hold professional indemnity insurance that meets or exceeds the minimum standards specified by the Law Society.

10 Lawyers Fidelity Fund

- 10.1 The Law Society maintains the Lawyers Fidelity Fund for the purpose of providing clients of lawyers with protection against pecuniary loss arising from theft by lawyers. The maximum payable by the Fidelity Fund by way of compensation to an individual claimant is limited to \$100,000.00. 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.

11 Limitations on our Obligations or Liability

- 11.1 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 payable under the Professional Indemnity Insurance held by the firm.

12 Termination

- 12.1 You may terminate this engagement at any time.
- 12.2 We may terminate this engagement in any of the circumstances set out in the *Rules* including the existence of a conflict of interest and failure to provide instructions.

13 Feedback and Complaints

- 13.1 Client satisfaction is one of our primary objectives and feedback from clients is helpful to us. If you would like to comment on any aspect of the service provided by us, including how we can improve our service, you can do that at any time by asking our reception for a feedback form or a link to our online survey. At the conclusion of all engagements clients are encouraged to provide feedback.
- 13.2 If you have any concerns or complaints about our services, please contact our manager(s). We will inquire into your complaint and endeavour in good faith to resolve the matter with you in a way that is fair to all concerned.
- 13.3 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. You can call 0800 261 801 for guidance, lodge a concern or make a formal complaint.

THANK YOU FOR YOUR COOPERATION