

BARTLETT LAW

Barristers and Solicitors

Penelope Jane Ryder-Lewis BA LLB
Principal

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Consultant

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Legal Executive

STANDARD TERMS OF ENGAGEMENT

These Standard Terms of Engagement (“Terms”) apply in respect of all work carried out by us for you, except to the extent that we otherwise agree with you in writing.

Services

The services we are to provide for you are outlined in our engagement letter.

Financial

Fees

We will charge you a reasonable fee for the work we carry out, and this may take into account a number of factors as set out in the letter of engagement including the time we spend on your work. The fees we will charge or the manner in which they will be arrived at, are set out in our engagement letter.

If the engagement letter specifies a fixed fee, we will charge this for the agreed scope of our services. Work which falls outside that scope will be charged on an hourly rate basis. We will advise you as soon as reasonably practicable if it becomes necessary for us to provide services outside the agreed scope and, if requested, give you an estimate of the likely amount of the further costs.

If the work to be undertaken is not at a fixed fee then our fee will be one which is fair and reasonable for the work done and will take into account all relevant factors including an appropriate hourly rate. Time spent on your behalf is recorded in six minute units, with actual time spent rounded up to the next unit of six minutes. GST (if any) is payable to you on our fees and charges. The hourly rates applicable for the work in which we are instructed are set out in the letter of engagement. The differences in those rates reflect the experience and specialisation of our professional staff.

Disbursements and expenses

As well as our fees, we will charge you for direct expenses (disbursements) that we incur while carrying out your instructions or payments that we make to third parties on your behalf. We will also charge incidental office expenses, such as toll calls, couriers and photocopying. These will be included in our invoice to you when the expense is incurred.

Billing and terms of payment

We will send you an invoice for our fees and disbursements at various times while the work we do for you is continuing, or if expressly agreed by the firm when the particular matter or transaction is completed. We may also send you an invoice when we incur a significant expense. We require you to pay within 14 days of the date of the invoice (the “due date”).

To ensure that we continue acting for you, it is essential that you pay your bills promptly. If a bill is not paid by the due date we may elect to stop acting for you. In the unlikely event that this happens, we will notify you that we intend to stop acting for you. We will use the address you have given us as your contact address. This may be an email address. You will continue to be responsible for paying our fees for the work we have done for you and the expenses we have incurred.

If your bill is not paid by the due date, we reserve the right to charge you interest. Interest will be payable from the day immediately after the due date. Interest will be calculated at the “prescribed rate” under section 62B District Courts Act 1947. As at 1 August 2013 that was 5% per annum. You will be responsible for all legal (solicitor/client) and other costs that we incur through recovering or attempting to recover the debt owed by you to us.

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, nevertheless you remain responsible for payment to us if the third party fails to pay us.

What to do if you have concerns about our work or a complaint

We value our relationship with you. If at any time you have any concerns about our work, our costs, or a complaint, please contact the person in our firm who has overall responsibility for your work. Please raise any queries you have about our costs or any invoice within seven days of receiving it. The person in our firm who has overall responsibility for your work will endeavour to resolve your concern or complaint in an efficient manner. He/she will meet with you within a reasonable time of you first contacting him/her with your concern or complaints should you wish to do so.

If he/she cannot resolve your concern or complaint through your meeting, you can refer your concern or complaint to the New Zealand Law Society Complaints Service. You have a right to raise any concern or complaint regarding our work with the New Zealand Law Society at any time if you so wish.

Confidentiality and privacy

While we are acting for you, we are authorised by you to collect and hold personal information about you. If you fail to provide us with the necessary information, this may prevent us from representing you effectively.

We will hold in confidence all information concerning you or your affairs that we acquire while acting for you. 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 to the extent required by law or by the New Zealand Law Society's *Rules of Conduct and Client Care for Lawyers*.

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. We will of course not disclose to you confidential information which we hold in relation to any other client.

We may use the information we hold about you to provide you with legal services and to inform you about issues and developments that may be of interest to you. We may also use this information to obtain credit references or other references about you, and we may give the information to debt collection agencies if you have not paid a bill when it is due. You authorise us 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 we require for those purposes.

Under the Privacy Act 1993 you have the right to have access to personal information that we hold about you and to require us to change it if it is not correct.

Copyright

We retain copyright in all documents prepared for you, unless we expressly agree otherwise. You have a licence to use the documents for your own purposes, but not otherwise.

Termination

You can end your relationship with us at any time. Please notify us of this in writing and we will then send you an invoice for our fees and expenses up to the date we receive notification of termination of the relationship.

We 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*. If we do so, we will then send you an invoice for our fees and expenses up to the date of termination of the relationship and you must pay us all fees due up to the date of termination and all expenses incurred up to that date.

If you want the documents relating to our work for you, we will provide you with those documents once you have paid all amounts invoiced by us to you.

Retention of files and documents

When we have completed the work you have instructed us to do, we will keep all files and documents that relate to that work for at least six years. At any time you can request those documents from us, and we will then give them to you when all our fees and expenses have been paid. Where we do keep your documents, you authorise us to destroy those documents six years after the date of our final bill (or earlier if we have converted those files and documents to an electronic format).

Conflicts of interest

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*.

Duty of Care

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.

General

This firm has one principal and employed barristers and solicitors, all of whom practice as barristers and solicitors. We do not operate a trust account and so do not hold monies or securities on behalf of clients.

These Terms of Engagement 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 put them on our website (www.bartlettlaw.co.nz). The new Terms will apply to all instructions after the Terms are placed on the website.

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

INFORMATION FOR CLIENTS

Set out below is the information required by the *Rules of Conduct and Client Care for Lawyers* of the New Zealand Law Society ("Law Society").

Fees

The basis on which fees will be charged is set out in our letter of engagement. When payment of fees is to be made is set out in our Standard Terms of Engagement.

Professional indemnity insurance

We hold professional indemnity insurance that meets or exceeds the minimum standards specified by the Law Society. We will provide you with particulars of the minimum standards upon request.

Lawyers' fidelity fund

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 amount payable by the Fidelity Fund by way of compensation to an individual claimant 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 the client.

Complaints

We maintain a procedure for handling any complaints by clients, designed to ensure that a complaint is dealt with promptly and fairly.

If you have a complaint about our services or charges, you may refer your complaint to the person in our firm who has overall responsibility for your work.

The Law Society operates the Lawyers Complaints Service and you are able to make a complaint to that service. To do so, phone **0800 261 801** and you will be connected to the nearest Complaints Service Office, which can provide information and advice about making a complaint.

Persons responsible for the work

The names and status of the person or persons who will have the general carriage of or overall responsibility for the services we provide for you are set out in our letter of engagement.

Client care and service

The Law Society client care and service information is set out below.

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.
- 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 complaint promptly and fairly.

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.

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

Limitations on extent of our obligations or liability

Any limitations on the extent of our obligations to you or any limitation or exclusion of liability are set out in our letter of engagement.