



## *~ Guarantee and General Conditions ~*

**The Conditions set out below form part of our Terms of Engagement. By signing the Terms of Engagement you agree to these Conditions. You are entitled to read and have these Conditions explained to you before you sign the Terms of Engagement**

### **OUR GUARANTEE:**

- ✧ To perform our professional commitment to act in your best interests at all times, in order to carry out the instructions you give us.
- ✧ Provide the best legal advice within our ability, on the basis of the information which we receive from you.
- ✧ Deal honestly with you at all times.
- ✧ On request, account to you for all time spent working for you.
- ✧ **We do not guarantee a particular result for you unless we are certain that we can do so.**

### **LIMITS OF OUR ENGAGEMENT AND REFUNDS POLICY:**

We may cease to act for you where

- you fail to give us adequate or timely instructions;
- your instructions would force us to breach an existing professional obligation;
- we discover that you have provided false or misleading information on an important issue;
- we discover a conflict of interest with another client;
- you do not pay our fees and expenses promptly.

If such a situation arises we are required to give you adequate notice and, if necessary, help you to find another lawyer to help you.

You may also instruct us to stop acting for you at any time.

In either case, if work has not been completed we will charge you for work which we have carried out on the instructions that you have given to us up to that time. We will normally charge for the time spent on the work at the hourly rates set out below.

However, if fees have been billed for and paid in advance for completion of some or all of the work (for instance, a first deposit), those fees are non-refundable. This policy does not apply to funds in our Trust Account.

We will not charge for part-completed work in the following situations:

- if we have had to stop work due to some fault on our part; or
- if we have discovered a conflict of interest with another client which you could not reasonably have been aware of at the time that you instructed us.

**CALCULATION OF FEES:** Our fees are set out in the Terms of Engagement. Flat Fees and our Estimates of Fees for a particular matter are calculated on the basis of:

- our assessment of the time required to complete the work;
- the complexity of the case and the skill required to conduct it;
- the reasonable costs of running a law practice;
- if applicable, the urgency of the work.

Fees are charged at the following hourly rates (+ GST):

• Principal	\$450.00
• Staff Solicitor	\$275.00
• Office Support staff	\$80.00
• Premium Principal	\$540.00
• Premium Staff Solicitor	\$325.00

If you have been charged a Flat Fee, this fee covers the amount of work normally expected for the services which you asked for at the time we signed the Terms of Engagement. If it later appears that the amount of work required to complete those services will be much greater than usual, or an issue arises which we could not have been aware of that significantly changes the nature or potential success of our work, we reserve the right to approach you to negotiate a higher level of fees or to provide a new and higher estimate. You are entitled to get reasons for the increase, and you are then free to terminate your instructions to us, provided that we may charge for work carried out up to that time.

**DISBURSEMENTS:** These are extra costs which we must pay on your behalf, such as courier charges, translation of documents, filing fees etc.. Such costs are not included in our stated fees unless our Terms of Engagement states otherwise. We will pass these costs on to you. You will be invoiced for disbursements in addition to the firm's fees.

**PAYMENT:** Unless otherwise specified, payment is to be made within **7 DAYS** of the date of invoice.

Although we or you may make arrangements for payment of your invoices by a third party, you remain liable to pay our fees if that third party fails to pay us on the above terms.

**As a result of the Anti-Money Laundering and Countering Financing of Terrorism Act 2009, cash payment/deposit will not be accepted.**

**ADDITIONAL CHARGES:** We reserve the right to bill you for fees or disbursements which are not included in the Terms of Engagement, but only if you agree in advance and in writing that we may do so.

**FAILURE TO PAY:** If you do not pay our fees within a reasonable time then we will take action to recover our fees. This may include handing the debt to a Collection Agency or filing Court proceedings for recovery. All costs arising out of debt recovery will be added to your debt.

We reserve the right to charge interest on accounts which are overdue by more than 30 days. Overdue interest will be charged each month at the rate of 20 per cent (20%) per annum on any outstanding balance.

**TRUST FUNDS:** Our Solicitor's Trust Account holds money which you agree for us to use on your behalf. If we have asked you to put funds into our Solicitor's Trust Account for future fees, you authorise us to draw upon those funds whenever we charge for work done and provide you with a written invoice.

Until this money is used to pay fees or to pay third parties on your behalf it remains your property and you may ask for the money to be returned to you. However, in that case we reserve the right:

- to use some or all of that money to pay fees for work which has already been done;
- to retain so much of that money as is required to fulfill undertakings which we have made to third parties; or
- to cease to act for you if the withdrawal of that money makes it difficult or impossible for us to carry out your instructions.

**RETENTION OF FILES:** You authorise us to keep any documents and file records relating to our work for you only until 7 years after your instructions to us have ended. We may then choose to destroy any such material without further notice. This limitation does not apply to any documents left with us for safe custody.

We reserve the right (a "lien") to withhold from you all file documents including original documents if fees remain unpaid. This right does not extend to Passports. If you choose to instruct another lawyer, we will require a written undertaking from them to pay our outstanding fees before we release the file to them.

In spite of any lien, you are entitled under the Privacy Act 1993 to be given a copy of original documents which we hold on file.

**CONFIDENTIALITY:** 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:

- to the extent necessary or desirable to enable us to carry out your instructions; and
- to the extent required by law or by the 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 also not disclose to you confidential information which we have in relation to any other client.

**DUTY OF CARE:** Our professional duty of care extends to you alone. We are not liable for loss suffered by any other person if that person relies on advice which we give to you in the course of performing your instructions.

**CLIENT CARE AND SERVICE:** In providing legal services we 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 of your affairs;
- treat you fairly, respectfully and without discrimination;
- keep you informed about the work being done for you and advise you when it is completed;
- 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*. The obligations described above are subject to other overriding duties, including duties to the courts and to the justice system.

**INDEMNITY INSURANCE:** We hold professional indemnity insurance.

**FIDELITY FUND:** The Law Society maintains the Lawyers Fidelity Fund to protect clients of lawyers from monetary loss arising from theft by lawyers. The Fidelity Fund may compensate an individual up to \$100,000. Except in certain circumstances specified in the Lawyers & 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:** If you have a complaint about our services or charges, you may first refer your complaint to the Principal, Simon Laurent, by letter, by email to [slaurent@laurentlaw.co.nz](mailto:slaurent@laurentlaw.co.nz) or by telephone on **09-630-0411**.

The Law Society also maintains a Complaints Service and you may complain to that Service. To do so you should contact the Law Society on **0800-261-801** or see the complaints procedure at [www.lawsociety.org.nz](http://www.lawsociety.org.nz).

**GENERAL:** These Conditions apply to any current engagement and also to any future engagement, whether or not we send you another copy of them.

We remain entitled to change these Conditions from time to time, in which case we will send you the new set of Conditions.

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

You agree that we are entitled to record that we provide professional services to you, in marketing or promotional materials that we prepare.