

STANDARD TERMS OF ENGAGEMENT AND INFORMATION TO CLIENTS

These Terms of Engagement apply in respect of all work carried out by us for you.

KEY FEATURES OF OUR RELATIONSHIP WITH YOU

What we will do for you

We will keep you informed about the work we are doing. If you have a question or concern about what we are doing, please contact us so we can discuss it.

If you are concerned about how much the work will cost, just let us know. We will give you an estimate of our fee based on the work we think we will need to do. If this changes at any time, we will let you know and provide an updated estimate.

What we need from you

Please take time to confirm your requirements. It is important that you do this so we can do our best to meet your expectations and deliver the service you require.

Please keep up to date with the payment of our fees or any agreed payment arrangements so we can continue to act on your behalf.

Please provide all the information we need to act on your behalf and advise us of any changes to your circumstances, as this may affect the advice you require.

Our full terms and conditions are below, please take time to read these carefully. We are happy to discuss and explain any of these if they are unclear.

TERMS OF ENGAGEMENT

Thank you for choosing to instruct **Cullen – The Employment Law Firm** to act for you.

These terms form part of your contract with us, except as otherwise agreed in writing. If you have any questions about these terms, please contact the Director - David Burton.

Acting for You

We will provide you legal services as outlined in our letter of engagement. We will not provide advice on any tax or accounting matters relating to the work we do for you.

Our duty of care is owed to you and not to any other person. No other person may rely on our services unless we expressly agree to this in writing.

When we act for you, you agree that we may accept instructions as below unless you advise us otherwise in writing. If we act for:

- a company, we may accept instructions from any director or officer of that company, or any employee or other person whom you authorise to work with us; and
- a trust, we may accept instructions from any trustee or officer of that trust, or any other person whom you authorise to work with us; and
- a partnership, we may accept instructions from any partner, officer, or employee, or other person whom you authorise to work with us; and
- a couple, we may accept instructions from either individual and those instructions will bind both of you.

We will do our best to identify any conflict of interest. If a conflict of interest is identified then we will immediately let you know and discuss how we propose dealing with the situation.

Client Care

Our obligations to you are described in the Rules of Conduct and Client Care for Lawyers, which may be found in full at www.lawsociety.org.nz

We hold professional indemnity insurance that exceeds the minimum standard specified by the New Zealand Law Society. If you require details of our insurance, please let us know.

When providing legal services to you we will:

- act competently, in a timely way, and in accordance with instructions received and arrangements made with you;
- protect and promote your interests, and act for you free from compromising influences or loyalties;
- discuss with you your objectives and how they can 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; and
- let you know how to make a complaint and deal with any complaint properly and fairly.

If you have any questions regarding our client care obligations to you please contact the Director – David Burton, visit www.lawyers.org.nz or telephone the Law Society on 0800 261 801.

Your Privacy and Confidentiality

We treat all information we hold about you as private and confidential. We will not use it or share it unless we need to so that we can carry out the work you have asked us to do, or the law requires its disclosure. You authorise us to collect and hold personal information about you related to the work you have asked us to do, and as provided for by these Terms of Engagement.

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 an invoice 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 us 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.

Legal Costs

We will charge you a reasonable fee for the work we carry out, and this may take into account a number of factors which are referred to in our letter of engagement including the time spent on your work by us. We have set out in our letter of engagement the specific basis on which we will charge you. We will generally invoice you fortnightly for the work carried out by us.

If the letter of engagement specifies a fixed fee, we will charge this for the agreed scope of our services. If the letter of engagement specifies an estimate, we will do our best to carry out the scope of work for that charge. However, the actual cost may differ from the estimate. For work which exceeds the specified scope, we will charge you a reasonable fee based on relevant factors including the time spent on your work. 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.

Where our fees are calculated based on an hourly rate, the rates are set out in our letter of engagement. The differences in those rates reflect the experience and specialisation of our professional staff. Time spent on your behalf is recorded in six minute units, with actual time spent rounded up to the next six minute unit.

GST is payable by you on our fees and charges. In addition to our fees, we will charge you any actual third party costs as a disbursement.

We charge an office fee of \$50.00.

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.

Invoicing and Payment

Our general terms of payment are 7 days from the date of the invoice, unless alternative arrangements have been agreed with you. Our invoices can be paid by direct bank transfer or cheque. We will not provide you with a receipt unless you specifically request one.

If you do not pay our invoice by the due date, we may stop acting for you. In the unlikely event that this happens, we will notify you that we intend to stop acting for you. You will continue to be responsible for paying our invoices for the work we have done for you and any default interest and costs which accrue in accordance with these terms.

If you fail to pay any amount on the due date, we may charge default interest on the amount outstanding calculated on a daily basis at our current overdraft rate plus 1% from the due date until the date on which we receive payment. Legal action may be taken to recover any unpaid invoices after two months. You will be liable for any legal/debt collection costs on a solicitor/client basis.

We assume that where we have sent you an invoice, you authorise use of any funds held by us on your behalf to pay the costs owed to 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 Director – David Burton who is responsible for the work we do for you.

We will endeavour to resolve your concern or complaint in an effective manner.

If we are unable to resolve this matter to your satisfaction, then we will assist you in referring 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 Law Society at any time.

Ending the Engagement

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

termination. We will provide you with your documents, if you wish to have them, once you have paid us all amounts owed. We may keep a copy of any documents you take.

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. These include where fees are not paid in accordance with our Terms.

Documents, Records and Information

When we have completed the work you have instructed us to do, we will keep all important documents that relate to that work for at least six years. You can request those documents at any time, and we will provide them to you when all our costs and disbursements have been paid – we may charge you a reasonable cost for providing the documents.

Where we keep your documents, you authorise us to destroy those documents six years after the date of our final invoice. We may choose to destroy paper files earlier if we retain electronic copies of the file. This does not include any particular documents that you have given us for safekeeping, for example a will. We will hold the original of those particular documents on an ongoing basis.

We own copyright in all documents and work we create in the course of providing legal services to you, however we grant you a non-exclusive licence to use and copy the documents (without change) as you see fit for your own use. However, you may not permit any third party to copy, adapt or use the documents without our written permission.

Limitation on our Liability

To the extent allowed by the 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.

General

These Terms of Engagement apply to any current work and also to any future work whether or not we send you another copy of these Terms.

We may change our Terms of Engagement from time to time, in which case we will advise you of the changes.

Our relationship is governed by New Zealand law.