

## 1 Introduction

These terms of engagement set out the standard terms on which Lloyd Troon Law ("LTL") does work for clients.

The terms of engagement apply subject to any additional or alternative terms which LTL may agree with a client ("you"). These terms also include certain information relating to the provision by LTL of services as required by the *Law Society Rules of Conduct and Client Care for Lawyers*.

## 2 Letter of engagement

The services which LTL will provide for you are outlined in the letter of engagement. To ensure that matters are addressed properly, and you are given the best possible advice, time will be taken to fully understand and consider the issues raised.

The services will be performed in accordance with all applicable and professional and legal obligations. LTL will act with all due care and skill.

Failure to provide LTL with information may preclude LTL from providing services to you, or limit the quality of the services provided.

## 3 Duty of care to you

LTL will provide services to you. Unless we agree otherwise in writing, the services are not provided to any other party, including any person associated with you. No other person may use or rely on the services.

## 4 Confidentiality

LTL will hold in confidence all information concerning your or your affairs that LTL acquires during the course of acting for you. LTL will not disclose any of this information to any other person except: to the extent necessary or appropriate to enable us to carry out your instructions; or to the extent required by law or by the *Law Society's Rules of Conduct and Client Care for Lawyers*.

LTL will not disclose to you confidential information which it holds in relation to any other client.

## 5 Electronic communications

LTL will correspond with you and others by electronic communication, unless you instruct LTL not to do so. While electronic communications cannot be guaranteed to be secure, LTL will take all reasonable care but will not be responsible for any of the risks associated with electronic communication.

## 6 Conflict of interest

LTL has procedures in place to identify and respond to conflicts of interest. If a conflict of interest arises LTL will advise you of the conflict and will follow the requirements and procedures set out in the *Law Society's Rules of Conduct and Client Care for Lawyers*.

## 7 Fees

LTL will charge a fee which is fair and reasonable for the services provided. In determining the fee, the following factors may be taken into account:

- The time and labour expended at an hourly rate.
- The skill, specialised knowledge, and responsibility required to perform the services properly.
- The importance of the matter to you and the results achieved.
- The urgency and circumstances in which the matter is undertaken and any time limitations imposed, including those imposed by you.
- The degree of risk assumed by LTL in undertaking the services including the amount or value of the property involved.
- The complexity of the matter and the difficulty of novelty or the questions involved.

- The experience, reputation and ability of the person carrying out the work.
- The possibility that the acceptance of the particular instructions will preclude engagement of LTL by other clients.
- Whether the fee is fixed or conditional.
- Any quote or estimate of fees given by LTL.
- Any fee agreement entered into between you and LTL.
- The reasonable costs of running LTL.
- The fee customarily charged in the market and locally for work similar to yours.

LTL is able to provide estimates and report to you on progress against such estimates. The likely cost of pursuing any particular course of action is one of the factors LTL will discuss with you if a decision as to whether to proceed is required.

In some cases, where it is possible to define precisely the scope of work involved in a particular matter and there are few variables, LTL may provide a fixed quote.

Unless otherwise stated all fees are plus GST.

All work done is charged on a fees basis apart from commission of 7.5% which is taken on all interest accruing on funds deposited with our bank through LTL's Client Funds Service.

Where applicable you may wish to apply for legal aid. In the event that legal aid is not granted you will be liable for LTL's account charged at the private rates.

## 8 Disbursements

In addition to legal fees LTL will also incur disbursements on your behalf. These disbursements include expenses such as court fees, barristers fees, toll calls, faxes, file management fees, photocopying, travels expenses, couriers, registrations fees, fees for experts and others we may engage on your behalf.

Disbursements may be included with LTL's account, or may be billed separately. LTL policy requires funds from you in advance for significant disbursements.

## 9 Payment

Generally invoices will be sent to you monthly and/or when a matter is concluded. LTL may also send an invoice to you when a significant expense has been incurred.

LTL invoices are payable within 14 days of the date of the invoice. If at any stage you have concerns about the costs you are incurring or a bill which has been issued you should not hesitate to speak to the Principal of LTL.

If an account is not paid, LTL may choose not to do any further work for you and retain custody of your file until all accounts are paid in full. LTL may also charge interest at up to 10% per annum on any amount outstanding after the due date, unless prior arrangements have been made. If the account still remains unpaid and requires debt collection action all costs relating to that action including actual solicitor and client costs will be passed on to you.

## 10 Security

LTL may ask you to pre-pay amounts, or to provide security for LTL's fees and expenses. You authorise LTL to:

- Debit against amounts pre-paid by you; and
- Deduct from any funds held on your behalf in LTL's trust account any fees, expenses or disbursements for which LTL have provided an invoice.

## 11 Third parties

Although you may expect to be reimbursed by a third party for LTL's fees and expenses, and although LTL invoices may at your request or with your approval be directed to a third party, nevertheless you remain responsible for payment to LTL if the third party fails to pay.

## 12 Termination

You may terminate LTL's retainer at any time. LTL may terminate its retainer in any of the circumstances set out in the *Law Society's Rules of Conduct and Client Care for Lawyers*. If LTL's retainer is terminated you must pay to LTL all fees due up to the date of termination and all expenses incurred up to that date.

## 13 Retention of files and documents

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

## 14 Client Care and Service

The obligation lawyers owe to clients are described in the *Lawyers: Rules of Conduct and Client Care*. 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](http://www.lawsociety.org.nz) or call 0800261 801.

The Law Society client care and service information is set out below. Whatever legal services your lawyer is providing, they 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 be best 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.
- Let you know how to make a complaint and deal with any complaint promptly and fairly.

## 15 Professional Indemnity Insurance

LTL hold professional indemnity insurance not less than the minimum standards specified by the Law Society. LTL will provide you with particulars of the minimum standards upon request.

## 16 Lawyers Fidelity Fund

The Law Society maintains the Lawyer Fidelity Fund for the purposes 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 Lawyer & 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.

## 17 Complaints

LTL 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 services or charges please contact the Principal.

The Law Society also maintains a 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 Services Office, which can provide information and advice about making a complaint.

## 18 Limitation on extent of our Obligations or Liability

LTL is not liable to you for consequential loss, including loss of profits, even if you advised or LTL should have known of the possibility of such loss.

Any other limitations on the extent of LTL's obligations to you or any limitation or exclusion of liability are set out in LTL's letter of engagement, or as from time to time set out in correspondence to you.

## 19 General

These terms apply to any current engagement and also to any future engagement, whether or not LTL sends you another copy of them. LTL is entitled to change these Terms from time to time, in which case you will be sent the amended Terms.

LTL's relationship with you is governed by New Zealand law and New Zealand Courts.

LTL encourages you to contact the Principal with any comments or questions about these terms of engagement.