



STANDARD TERMS OF ENGAGEMENT

These standard Terms of Engagement (“Terms”) apply in respect of all work carried out by Andrew & Juenith McIntosh Lawyers for you, except to the extent that we otherwise agree with you in writing.

These terms apply to any current engagement and any future engagement we have with you. We are entitled to change these Terms from time to time, in which case we will send you amended terms prior to acting for you. Our relationship with you is governed by New Zealand Law and New Zealand courts have non-exclusive jurisdiction.

1 - Services

The services we are to provide you are outlined in our Letter of Engagement, which is a separate document provided to you prior to any work undertaken.

2 - 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.

3 - Persons Responsible for Work

All work in our office is under the direct responsibility of The Firm’s Principal Juenith Anne McIntosh (LLB).

4 – 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 this information to any other person, except:

- a) To the extent necessary or desirable for us to carry out your instructions.
- b) To the extent required by law or by the New Zealand Law Society’s *Rules of Conduct* and *Client Care for Lawyers*.

We will not disclose confidential information which we have in relation to any other client.

5 – Document and File Retention

Upon engaging the services of this firm, you authorize this firm to hold both Physical and Electronic Forms of communication and documentation to enable us to carry out our work for you.

Electronic copies of documentation will be held in secure, password protected Local Storage, Email and/or Cloud Storage.

Physical files and original documents we hold for you will be kept securely at our office, or if a significant period of time has lapsed since the completion of the matter, will be held in secure off-site storage.

No-one other than staff members of Andrew & Juenith McIntosh Lawyers will be permitted to access your electronic or physical records, unless if given explicit permission by yourself to do so.

You authorise us to destroy all files and documents (both electronic and physical) for this matter (except for the original Wills, Deeds, Trust Documents and any other Documents that we hold in safe custody for you) seven years after our engagement ends. After this period has lapsed, your files will be securely destroyed by ourselves or destroyed through use of a secure third-party document destruction service.

6 - 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 New Zealand Law Society’s *Rules of Conduct and Client Care for Lawyers*.

7 – Our Fees

The basis on which our fees are charged is set out in our Letter of Engagement. We may deduct any funds held in our trust account on your behalf for any fees, expenses or disbursements for which we have provided you an invoice.

8 - Terms of Payment

We will send you an invoice on the completion of a matter. For conveyancing matters, payment is due on settlement of the transaction. For other matters, payment is due within 14 days of the date of the invoice unless alternative arrangements have been made with us.

9- Bank Accounts

We maintain a Trust account for all funds held for conveyancing matters. We also maintain a firm account for business expenditures and operating costs.

Payments for our invoices and other operating expenses are to be paid into our firm account.

You will be provided with a Deposit Slip for the relevant Bank account any funds are to be paid into.

10- GST

Is payable by you on our fees and charges, and on expenses and disbursements.

11- Disbursements and Expenses

In providing our services to you we may have to pay third parties for disbursements incurred on your behalf. These will be shown in our invoice. We may require you to make an advance payment for the disbursements or expenses we will be incurring on your behalf.

12 - Financial Security

We may ask you to pre-pay amounts to us, or to provide us with security for our fees and expenses. You authorise us to debit against amounts pre-paid by you; and to deduct from any funds held on your behalf in our trust account; any fees, expenses or disbursements for which we have provided an invoice.

13 - Liability for Payment

Each client named in this agreement is jointly and severally liable to us under this agreement. If a client is a company then each person acting on the company's behalf acknowledges that he or she has authority to enter into this agreement on behalf of the Company, and, in consideration for us supplying services to that company, individually agrees:

- To guarantee the Company's payment to us of all the money it owes
- That he or she can be treated by us as a principal debtor for that money; and
- To indemnify us against all costs, losses and liabilities we incur because the Company fails to pay us that money.

14 - Trusts

If a client has a trust then each person acting on the trust's behalf acknowledges that he or she has asked us to supply services to them in their capacity as Trustee of the Trust and certifies that they have authority to enter this agreement as agent for the remaining trustees of the trust.

15 - 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 be directed to a third party, you nevertheless remain responsible for payment to us if the third party fails to pay us.

16 -Termination

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

If you wish to terminate our retainer and engage another law firm to act for you, we will freely uplift and transfer all files we hold for you, if provided with your explicit written and signed instructions to do so.

17 - Client Care & 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 manner, 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 and advise you when it's 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. The duties are subject to other overriding duties, including duties to the courts and to the justice system. If you have any further queries regarding this, please visit www.lawsociety.org.nz or call 0800-261-801.

18 - Complaints

We maintain a procedure for handling 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 firm's principal, Juenith Anne McIntosh (LLB). We endeavour to provide a high standard of legal services and any complaint will be taken seriously. The Law Society also maintains a complaints service and you are able to make a complaint to that service. To do so, you should contact the New Zealand Law Society on 0800-261-801.

19 -Professional Indemnity Insurance

We hold professional indemnity insurance that meets or exceeds the minimum standard specified by the New Zealand Law Society. Upon request we will provide you with the minimum standards.

20 - Lawyers Fidelity Fund

The Law Society maintains the Lawyers Fidelity Fund for the purpose of providing clients of Lawyers protections against pecuniary loss arising from theft by lawyers.

The Fidelity Fund does not cover a client for any loss relating to money that the lawyer is instructed to invest on behalf of the client.

21 - Identification

From 1 July 2018 the Anti-Money Laundering and Countering Financing of Terrorism (AML/CFT) Act 2009 is applicable to all conveyancing work carried out by New Zealand Lawyers. To meet our legal obligations under the act, we require both photo identification and proof of address before acting for you in any conveyancing matters.

If you do not hold any current form of Photo Identification, please contact our office to minimise any potential delays in acting for you. It may be possible to verify your identity through sighting an original birth certificate or other primary non-photographic identification. We may, if required, complete a Declaration of Identity for you.

22- Limitations on Extent of our obligations and liability

Our services to you will not include investment, financial or tax advice. Any other limitations on the extent of our obligations to you, or liability exclusion are set out in our Letter of Engagement.

23 - Communication/Confidentiality

All telephone & email communications sent by and received by this firm are confidential. Communication is given in confidence, on the presumption that we are speaking with the person who engaged us and that correct contact details were provided by yourself. We will not be held responsible for the forwarding or further disbursement of any communication by yourself to unauthorized parties, or for any security breaches or data loss on your part.

Once received, it is your responsibility to hold this information securely. You acknowledge that any staff member of Andrew & Juenith McIntosh Lawyers may contact you in regards to work undertaken.