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Barristers & Solicitors  
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As part of Schumacher Law's service, we provide you with our terms of engagement once you have provided your instructions. If you have any questions about the information below please do not hesitate contact us.

## **TERMS OF ENGAGEMENT**

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

### **1 Services**

We will consult with you about the services you require. It may vary from an initial advice appointment, drafting and filing Court proceedings for you and/or representing you in Court.

### **2 Financial:**

- 2.1 **Fees:** Our fees vary according to our level of experience, we charge an hourly rate plus GST. Hourly rates are subject to review and Schumacher Law reserves the right to change these rates. The fees reflect experience and specialisation in Family Court matters. Time is recorded in 6 minute units, with time rounded up to the next unit of 6 minutes.
- 2.2 **Disbursements:** In providing services Schumacher Law may incur disbursements or have to make payments to third parties on your behalf. These will be included in Schumacher Law's invoice to you when the disbursement is incurred. This could include an "agency fee" if another lawyer needs to cover your file briefly if Schumacher Law is unavailable due to a clash of Court dates or illness. Another example is "process server fees" which is when a process server is required to serve the other side with your Court documents. Schumacher Law may require an advance payment for the disbursements which may be incurred on your behalf.
- 2.3 **Expense Recoveries:** In providing services Schumacher Law may incur expenses such as photocopying, toll calls, printing, emails, etc. These will be included in Schumacher Law's invoice to you when the expenses are incurred. Schumacher Law

may require an advance payment for the disbursements which may be incurred on your behalf.

- 2.4 You will need to pay any Court filing fee to the Court directly unless Schumacher Law agrees otherwise or you have completed (and the Court has approved) a waiver of the filing fee.
- 2.5 **GST (if any):** Is payable by you on Schumacher Law's fees and charges.
- 2.6 **Invoices:** Schumacher Law will send interim invoices to you, usually monthly and on completion of your file, or termination of Schumacher Law's engagement. Schumacher Law may also send you an invoice when a significant expense is incurred.
- 2.7 **Payment: Invoices are payable within 14 days of the date of the invoice,** unless alternative arrangements have been made. Schumacher Law reserves the right to charge interest on any amount which is more than 14 days overdue. Interest will be calculated at the rate of 1.5% per month from the date upon which payment was due. You will be responsible for any reasonable debt collection costs that Schumacher Law may incur in recovering any outstanding amounts due.
- 2.8 **Suspension or Termination:** Schumacher Law reserves the right to suspend or terminate any services at any stage should payment of existing charges be overdue, or, if Schumacher Law has reasonable cause to believe that you will not meet the costs of the work being undertaken.
- 2.9 **Security:** Schumacher Law may ask you to pre-pay amounts or provide security for fees and expenses. You authorise Schumacher Law (without further reference to you):
- i to debit against amounts pre-paid by you; and
  - ii to deduct from any funds held on your behalf in our trust account
- any fees, expenses or disbursements for which Schumacher Law has provided an invoice.
- 2.10 **Third Parties:** Although you may expect to be reimbursed by a third party for Schumacher Law's fees and expenses, and although Schumacher Law's invoices may at your request or with your approval be directed to a third party, nevertheless you remain responsible for payment to Schumacher Law if the third party fails to pay.

### **3 Confidentiality**

- 3.1 Schumacher Law will hold in confidence all information concerning you or your affairs that Schumacher Law acquire during the course of acting for you. Schumacher Law will not disclose any of this information to any other person except:
- i to the extent necessary or desirable to enable us to carry out your instructions; or
  - ii to the extent required by law or by the Law Society's Rules of Conduct and Client Care for Lawyers.
- 3.2 Confidential information concerning you will as far as practicable be made available only to those within our firm who are providing services for you.
- 3.3 We will of course, not disclose to you confidential information which we have in relation to any other client.

### **4 Termination**

- 4.1 You may terminate Schumacher Law's retainer at any time.
- 4.2 Schumacher Law may terminate your retainer in any of the circumstances set out in the Law Society's Rules of Conduct and Client Care for Lawyers.
- 4.3 If Schumacher Law's retainer is terminated you must pay all fees due up to the date of termination and all expenses incurred up to that date including any costs of obtaining Court approval to withdraw as your solicitor (if necessary).

### **5 Retention of files and documents**

- 5.1 Once your file has been completed it will be stored electronically. Only deeds will be retained in paper format so it is your responsibility to keep your Court Orders in a safe place because Schumacher Law will not retain paper copies. If you wish to retain your paper file you will need to inform Schumacher Law as soon as possible and prior to the conclusion of your file. If you have informed Schumacher Law of your wish to retain your paper file, you may uplift your file at the end of your matter once your fees have been settled.
- 5.2 You authorise Schumacher Law (without further reference to you) to destroy all your files and documents (paper and/or electronic) 7 years after our engagement ends - as per the Law Society requirements.
- 5.3 Any formal deeds (such as an original Will or an original Relationship Property Agreement) will be held in safe custody for you - as per the Law Society

requirements. However, as set out at paragraph 5.1 above we do not retain Protection Orders or Parenting Orders for you.

## **6 Conflicts of Interest**

- 6.1 Schumacher Law has procedures in place to identify and respond to conflicts of interest. If a conflict of interest arises Schumacher Law 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.

## **7 Duty of Care**

- 7.1 Schumacher Law's duty of care is to you and not to any other person. Before any other person may rely on Schumacher Law's advice, Schumacher Law must expressly agree to this.

## **8 Trust Account**

- 8.1 Schumacher Law maintains a trust account for all funds which we receive from clients (except monies received for payment of our invoices). If Schumacher Law is holding significant funds on your behalf we will normally lodge those funds on interest bearing deposit with a bank.

## **9 General**

- 9.1 These Terms apply to any current engagement and also to any future engagement, whether or not Schumacher Law sends you another copy of them.
- 9.2 Schumacher Law is entitled to change these Terms from time to time, in which case we will send you our amended Terms.
- 9.3 Schumacher Law's relationship with you is governed by New Zealand law and New Zealand courts have non-exclusive jurisdiction.

## **10 Confirmation**

- 10.1 Please print out a copy of these terms of engagements for your reference.
- 10.2 If you conclude that you do not want us to act for you, please inform Schumacher Law immediately.

## 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").

**11. Fees:**

The basis on which fees will be charged and when they are to be paid are set out above. Schumacher Law may deduct from any funds held on your behalf in our trust account any fees, expenses or disbursements for which we have provided an invoice.

**12. Professional Indemnity Insurance:**

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

**13. 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.

**14. Complaints:**

Schumacher Law maintains 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 Schumacher Law's services or charges, we invite you to refer your complaint to your lawyer directly. If you do not wish to refer your complaint to your lawyer directly, or you are not satisfied with the response to your complaint, you will be informed of an alternate lawyer to discuss your complaint with.

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.

**15. 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 Schumacher Law provides for you are set out above.

## 16. 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](http://www.lawsociety.org.nz) or call **0800 261 801**.

## 17. Limitations on extent of our Obligations or Liability

Any limitations on the extent of Schumacher Law's obligations to you or any limitation or exclusion of liability are set out above.