



## **INFORMATION AND TERMS OF ENGAGEMENT**

You have instructed Community Law Waikato to help with your legal matter/s.

The following information and terms of engagement follows the *Lawyers and Conveyancers Act* and the *Rules of Conduct and Client Care for Lawyers*.

Community Law Waikato employs a mix of lawyers, advocates and legal assistants. All legal work is supervised by a lawyer/s in compliance with professional obligations.

Where work is delegated to an advocate or legal assistant, a lawyer still retains overall responsibility.

**If you have any questions about these terms, please contact us.**

### **1. General**

- 1.1 These Standard Terms of Engagement (Terms) apply to the current engagement (the current matter we are helping you with) and any future engagement (any matter we help you with in future). We do not need to send you another copy of these terms if we help you again.
- 1.2 We can change these Terms and if we do, we will tell you and send you the changes.
- 1.3 New Zealand law governs our relationship with you. New Zealand courts have exclusive jurisdiction.

### **2 Services**

- 2.1 We are a community organisation with limited resources. We have eligibility criteria that we use to decide whether we can help you or not. This includes your income and the type of legal help you need. We ask you for this information when you first contact us.
- 2.2 If you are not eligible for our service, or we don't have the expertise to help, we will refer you to other lawyers or legal aid.
- 2.3 If your circumstances change, you must tell us as soon as possible.
- 2.4 At the outset of most of our legal help you receive a *letter of engagement* that tells you:

- what we have agreed to provide. The service can extend to further instructions that you give us in writing (or that we record in writing).
- The main contact and person responsible for your file is in your letter of engagement.

### **3 Fees / Charges**

- 3.1 Our service is effectively free. You do not have to pay us, but we may seek payment from third parties for your legal issue. Third parties include but are not limited to ACC, employers and the Ministry of Social Development. If we seek payment from a third party, we will send you an invoice. The invoice will not be more than the award of costs / agreed costs. The costs will be paid direct to us by the third party.
- 3.2 You may need to pay for the cost of disbursements (for example courier fees or application fees).

### **4 Client Care & Professional Duty**

- 4.1 The *Rules of Conduct and Client Care for Lawyers* sets out the professional standards. 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 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.
  - 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.
- 4.2 Our duty of care is to you and not to any other person. We do not have any liability (legal responsibility) to any other person, including for example any directors, shareholders, associated companies, employees or family members.

We do not accept any responsibility or liability to any third parties who may be affected by the service we give you or who may rely on any advice we give.

- 4.3 Our advice is opinion only, based on the facts known to us and on our professional judgement, and is subject to any changes in the law after the date on which the advice is given. We are not liable (responsible) for mistakes in or information missing from any information provided by third parties.
- 4.4 Our advice relates only to each particular matter for which you ask our help. Once that matter is at an end, we will not owe you any duty or liability for any related or other matters unless you specifically ask us (and we have the resources and agree) to help with those related or other matters.
- 4.5 The Rules of Conduct and Client Care for Lawyers describe the obligations lawyers owe to clients. Those obligations are subject to other overriding duties, including duties to the courts and to the justice system.

## **5 Communications**

- 5.1 You give us your contact details, including email, postal and telephone numbers. We may send documents and other communications to you by email (or other electronic means). You must tell us if any of your contact details change.
- 5.2 We will keep you up-to-date on the progress of your file. This includes unexpected delays, significant changes or complications and important outcomes.
- 5.3 We expect our clients to respond to us in a reasonable time, which includes (but is not limited to) the following:
  - Giving us your details (name, contact, income etc.) completely and accurately.
  - Giving us the name of the other party (person, company) in your matter so we can check for any conflict(s) of interest.
  - Giving us all relevant information and documents.
  - Responding to our letters, phone messages and emails
  - Attending appointments/hearings as schedule.

## **6 Conflicts of Interest**

- 6.1 We must protect and promote your interests and not the interests of third parties or ourselves. This is set out in the *Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008 (Rules)*. Where we cannot do so, it means there may be a conflict of interest.

6.2 We have procedures to identify and respond to conflicts of interest or potential conflicts of interest. If a conflict of interest becomes apparent, we will tell you and follow the requirements and procedures set out in the *Rules*. This may mean we cannot help with your matter anymore and provide you with referrals to other lawyers.

## **7 Confidentiality and Personal Information**

7.1 We handle all personal information with care and respect. We comply with the Privacy Act 2020 and other applicable law. Please see your Privacy Statement for further information.

7.2 We keep all personal information confidential that we obtain about 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; or
- as expressly or impliedly agreed by you; or
- as necessary to protect our interests in respect of any complaint or dispute; or
- to the extent required or permitted by law.

## **8 Documents, Records and Information**

8.1 We will keep a record of all important documents which we receive or create on your behalf on the following basis:

- We may keep a record electronically and destroy originals.
- At any time, we may dispose of documents which are duplicates (exact copies), or which are trivial (such as emails which do not contain substantive information), or documents which belong to us.
- We are not obliged to retain documents or copies where you have requested that we provide them to you or to another person and we have done so, although we are entitled to retain copies for our own records.

8.2 You can request copies of all documents which you are entitled under the Privacy Act 2020 or any other law and we will provide these to you. We may charge you our reasonable costs for doing this.

8.3 If we have documents that belong to a third party you will need to provide us with that person's written permission to get a copy of that document.

8.4 Your file will be held for seven (7) years (or a longer period as determined by us or specified by the New Zealand Law Society) from when we complete work on your

file or end our legal services. This excludes documents that we hold in safe custody for you or documents which the law says we must keep for longer.

- 8.5 We may return documents to you (in either hard or electronic form) rather than keep them.
- 8.6 We own copyright in all documents or work we create while helping you with your matter but grant you a non-exclusive licence to use and copy the documents for your own personal use. However, you may not let any third-party copy, adapt or use the documents without our written permission.
- 8.7 We do not keep original copies of Enduring Powers of Attorney that we witness. You are responsible for securing the original of your Enduring Powers of Attorney.

## **9 Professional Indemnity Insurance**

- 9.1 We hold professional indemnity insurance that meets or exceeds the minimum standards specified by the Law Society.

## **10 Lawyers Fidelity Fund**

- 10.1 The Law Society maintains the Lawyers Fidelity Fund to provide clients of lawyers with protection against pecuniary loss (the loss of money) caused by lawyers theft. An individual who is the victim of theft by their lawyer can claim a maximum of \$100,000.00 from the Lawyers Fidelity Fund. Except in certain circumstances which are listed 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 told to invest on behalf of a client.

## **11 Limitations on our Obligations or Liability**

- 11.1 To the extent allowed by law, our aggregate liability (the total of our responsibility) 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.

## **12 Termination**

- 12.1 You may end this engagement at any time.
- 12.2 We may end this engagement in any of the circumstances set out in the *Rules of Conduct and Client Care for Lawyers* which include circumstances such as a conflict of interest or the failure to provide instructions (we cannot contact you).

## **13 Feedback and Complaints**

- 13.1 Your feedback is helpful to us. If you would like to comment on any part of the service, including how we can improve, you can do that at any time by asking our

reception for a feedback form or a link to our online survey. We often send a request for feedback when we close a file.

- 13.2 If you have any concerns or complaints about our services, please contact us and we will investigate your complaint. If your complaint is not resolved, you can complain to the Chairperson of our Board, in writing to PO Box 1319, Hamilton. We will inquire into your complaint and endeavour in good faith to resolve the matter with you in a way that is fair to all concerned.
- 13.3 If you are not satisfied with the way we have dealt with your complaint, the New Zealand Law Society has a complaints service to which you may refer the issue. You can call 0800 261 801 for guidance, lodge a concern or make a formal complaint.

#### **14 Legal Aid (only applies to legal aid clients)**

- 14.1 Legal Aid is governed by the Legal Services Act 2011 and the associated regulations. Legal Aid is administered through the Ministry of Justice.
- 14.2 We will submit invoices in relation to your grant of aid to the Legal Services Commissioner and provide you with copies. The Legal Services Commissioner will write to you about any conditions or repayment obligations that you may have in relation to the grant of legal aid and your rights as an applicant or recipient of legal aid.
- 14.3 You should be aware at this time that legal aid is not always free. You may be required to repay your legal aid grant and pay a user charge fee.
- 14.4 If you have to pay a user charge, this will be deducted from the first invoice to the Ministry and we will collect the money from you. The user charge is always \$50. This cannot be waived unless you are making a specified application for legal aid (please ask). We are not allowed to accept any other payments from you.
- 14.5 If you are required to repay your legal aid grant, the Ministry will write to you to tell you how much you are required to pay.
- 14.6 You must let the Legal Services Commissioner know if there is any change in your or your partner's contact details, employment status, family circumstances or financial details.