

STANDARD TERMS OF ENGAGEMENT

1. Services

- 1.1 These Standard Terms of Engagement ("Terms") apply to any current engagement with Rotherham Law Limited and also to any future engagement, whether or not we send you another copy of them. We are entitled to change these Terms from time to time, in which case we will send you amended Terms. Our relationship with you is governed by New Zealand law and New Zealand courts have exclusive jurisdiction.
- 1.2 The services we are to provide for you will be outlined in our letter of engagement along with any further instructions that you provide to us in writing or that we record in writing.
- 1.3 You do not need to sign anything in order to accept our terms. Simply continuing to use our services will indicate acceptance of these.
- 1.4 In order to provide you with efficient advice and services and to provide the most cost-effective service, it may be that party or all of your instructions will be delegated to other professionals in our firm.
- 1.5 Before we start work for you we are likely to need to establish your identity. Like banks and other institutions we are obliged to check client identity to comply with the Anti-Money Laundering and Countering Financing of Terrorism Act 2009.
- 1.6 It is important to us that we understand your requirements and expectations. If there is anything about our terms you do not understand please bring this to our attention.

2. Fees

- 2.1 Clause 9.1 of the Rules of Conduct and Client Care for Lawyers set out the factors that we are to take into account when we work out our fees charged to you. These Rules are available on www.legislation.govt.nz under Regulations and search for 'Lawyers and Conveyancers Act (Lawyers Conduct and Client Care) Rules 2008'.
- 2.2 We do not operate a Trust Account and therefore we cannot accept fees in advance from you for the Services that we provide. We will send interim invoices to you usually on a fortnightly or monthly basis or on the completion of significant work (e.g. the drafting and filing of documents in Court) and at the termination of our relationship. We may also send you an invoice if we incur a significant expense.
- 2.3 If we agree to a fixed fee with you, we will charge this for the agreed work. Work which falls outside the scope of this will be charged on an hourly rate basis. We will advise you as soon as reasonably practical if it becomes necessary for us to provide services outside that scope. If requested, we will give you an estimate of the likely further costs.
- 2.4 Where fees are calculated on an hourly basis, time spent is recorded in 6 minute units with time rounded up to the next 6 minute. Time recorded will include any initial meetings and all ID checks and other inquiries we are obliged to or consider we should make before we act for any client.
- 2.5 In addition to fees above, we will also charge an office service fee of \$50 (plus GST where applicable) to cover costs of setting up your file, forms, postage, toll calls and retention of your file. If significant photocopying is required we will charge this at 20c (plus GST where applicable) per page (black and white) and 50c (plus GST where applicable) per page (colour).

Disbursements and Expenses

- 2.6 In providing services we may incur expenses or have to make payments to other people or organisations on your behalf. These will be included in our invoice to you where the expense is incurred.
- 2.7 These expenses include any accommodation and travel costs connected with work that we do for you, for example, airfares, taxis and use of private motor vehicles (at the IRD rate). These expenses may also include expenditure incurred while making any checks or inquiries in order to comply with our legal obligations when you instruct us to act for you.

GST (if any)

- 2.8 Goods and Services Tax is payable on our fees. The only exemption to this is if you reside overseas.

Payment

- 2.9 You must pay our fees and expenses within 7 days after the date we send you an account. Please use your invoice number and surname as a reference when making payments.
- 2.10 If you have difficulty in paying any of our accounts, please contact us promptly so that we may discuss payment arrangements. We reserve the right to charge interest on accounts not paid within one month at a rate of 15% per annum on the balance of accounts outstanding at the end of each month. If your account is overdue we may stop work on any matters in respect of which we are providing service to you until the overdue amount is paid in full. We may recover you costs we include (including on a solicitor/client basis) in seeking to recover the amounts from you including our own fees and fees of any collection agency. We may retain custody of your file until your invoice is paid in full.

Third Parties

- 2.11 Although you may expect someone else to cover our fees and expenses, you still remain responsible for payment to us if the other personal organisation fails to pay us, even if you have asked us to send the invoice to that person or organisation.

Legal Aid

- 2.12 We record that you may be eligible for Legal Aid and may have completed (or be about to complete) a Legal Aid Application form. If Legal Aid is granted you will be bound by the provisions of the Legal Services Act 2011. If Legal Aid is granted for a family law matter you may be required to pay a \$50 (GST inclusive) user fee charge. This is payable at the time your application is submitted. This charge is payable to Rotherham Law Limited towards the total costs of the services provided. It is not a charge we are collecting on behalf of the Ministry of Justice. The user charge will be deducted from our first invoice to the Ministry of Justice. In the event that Legal Aid is not granted the following terms will apply.

3. Confidentiality and Privacy

- 3.1 When we engage you as a client we still collect personal information from you. We collect information from you directly, but we also may collect personal information from publicly available sources or external third party providers (e.g. Companies Office, social media accounts, Internal Affairs, Police).

- 3.2 It may not be possible for us to carry out your engagement if you do not provide us with personal information that we request from you and any delay in providing this personal information may prevent us from starting work.
- 3.3 We will treat all information we hold about you as private and confidential. We will not share any information we hold about you unless:
- (a) We are required to do so by law in order to comply with our obligations under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 or the Rules of Conduct and Client Care for Lawyers; or
 - (b) We need to do so that we can carry out work for you; or
 - (c) You agree or ask us to do so.
- 3.4 We may give information to our bank or Inland Revenue or any overseas tax authority if we believe we are obliged to do so.
- 3.5 By instructing us to act for you in accordance with these terms and conditions you consent to our collecting, using and disclosing your personal information for the following purposes:
- (a) To comply with our legal obligations;
 - (b) To represent and advise you as a client or to represent and advise our client if you are a representative of that client;
 - (c) Manage any conflicts of interest;
 - (d) Facilitate internal business proceedings such as sending invoices or making payments to you on your behalf;
 - (e) Make contact with you on future issues which may interest you, which may include sending of email updates, function invites, information about the services we offer or anything else we may consider relevant to you;
 - (f) Verify with third parties and third party databases (including government agencies such as Waka Kotahi/ NZ Transport Authority, motor vehicle registration and the Personal Properties and Securities Register) and any other information you give us, including any information we may collect from other sources about you;
 - (g) Debt recovery, including appointing an agent to collect any outstanding debts and listing defaults with a credit reporting agency verified with third parties' databases, in order to comply with our obligations in relation to fraud prevention and the Anti-Money Laundering and Countering Financing of Terrorism Act 2009, and any information you have given us, including any information we may collect from other sources.
- 3.6 If you have given us your driver's licence information, this information may also be disclosed to credit reporting agencies and/or the Ministry of Justice when carrying out any of the activities listed in the previous clause.
- 3.7 If we disclose any of your personal information to a credit reporting agency, that agency may hold your information on their credit reporting database and use it for providing credit reporting services and for any other lawful purposes. They may also disclose your information to their subscribers for the purpose of credit checking or debt collection or for any other lawful purpose.
- 3.8 Subject to the above confidential information concerning you will as far as practicable be made available only to those in our firm, Rotherham Law, providing legal services to you.
- 3.9 We will not disclose to you confidential information we have in relation to any other client.
- 3.10 You have a right to access and correct any personal information we hold about you. If you would like to access this information, or you have questions regarding our privacy policy, then please email rachael@rotherhamlaw.co.nz or call +64 027 548 5548.

3.11 You may also contact Office of the Privacy Commissioner – www.privacy.org.nz.

4. Further Information

4.1 If we ask you to do so at any time, you will give us any information we believe is required so that we can give you full advice and carry out your instructions or to meet our obligations to provide information to our bank or any government body in New Zealand or overseas.

4.2 We may refuse to act for you, or continue to act for you, if you do not provide information when requested.

4.3 This information may, among other things, include:

- (a) Paid our accounts on time;
- (b) Given us information that we have asked for; or
- (c) Done something that we have asked you to do.

5. Who Can Authorise Us To Do Work

5.1 It is imperative that we are clear about who may authorise us to carry out work once we have accepted the initial instruction from you.

5.2 If we are completing work for a couple or partnership either of them may authorise work to be completed.

5.3 If we are completing work for a Trust any trustee may authorise work.

5.4 If we are working for a company, any director or employee given authorisation may authorise work.

6. Termination

6.1 You may terminate Rotherham Law's authority to act for you at any time.

6.2 Rotherham Law may terminate our relationship with you in any of the circumstances set out in the Rules of Conduct and Client Care for Lawyers.

6.3 If our relationship is terminated, whether by us, or by you, you must pay all our fees due and disbursements, expenses and GST incurred up to the date and including the date of termination.

6.4 We may stop work temporarily or in final for you if you have not:

- (a) Paid our accounts on time;
- (b) Given us information that we have asked for; or
- (c) Done something that we have asked you to do.

6.5 Rotherham Law will not tolerate any abusive behaviour and reserves the right to terminate a client relationship if at any time our staff or employees are subjected to unacceptable abuse in accordance with the rules of conduct and client care for lawyers.

7. Files & Documents

7.1 You authorise us to hold all information electronically. Your information is stored by Action Step on servers in Australia and you directly authorise that company to store your personal and matter information.

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- 7.3 We will take all reasonable steps to protect your personal information that we hold. Our online database storage systems have restricted user access and are managed with password protection and multi-factor authentication.
- 7.4 Rotherham Law hold some paper based files and documents, you authorise to destroy these automatically once your matter is closed and we will retain your electronic file for seven years after we complete work for you. We will not destroy any documents that we hold in safe custody for you or if you direct us to hold them. If Rotherham Law are directed to hold important documents there may be a storage fee associated with this.
- 7.5 Rotherham Law will own the copyright and any other intellectual property rights in the documents we produce for you. You have the right to use these documents for their intended purpose provided you have paid our fees.
- 7.6 If you wish to uplift your file you will need to pay our fees for the work we have completed for you and we will make copies or we will ensure we have copies before they are collected.

8. Obligation to Disclose to Banks and Others

- 8.1 The New Zealand law is designed to detect financing of terrorism and money laundering. As such, banks and other institutions, including lawyers, have duties to inquire about the source of funds in some situations. Even if we have no reason for any suspicion or concern, we may be obliged to report and provide information to banks or public authorities in this regard.
- 8.2 Overseas legislation may mean that there is a need to report, for example because of the US legislation called the Foreign Account Tax Compliance Act (FATCA) and the associated inter-government arrangement signed by the New Zealand government. We will release information as required in these situations.

9. Conflicts of Interest

- 9.1 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. We will follow requirements and the procedures set out in the Rules of Conduct and Client Care for Lawyers.

10. Duty of Care

- 10.1 Our duty of care is to you. Advice we give you is for you and not any other person. Before any other person may rely on our advice, we must specifically agree to this.
- 10.2 We will communicate with you and others by email and electronic processes. We are not liable for any damage or loss to your computer system. We will not be liable for any interference, interception, viruses, delay or failure of delivery.

11. Scope of Work

- 11.1 Our primary areas of work are family law, that includes relationship property (separation and at the start of a relationship), care of children, guardianship, child support, protection of personal and property rights, Wills and Enduring Powers of Attorney.

11.2 We do not provide advice about:

- (a) The value of assets;
- (b) Tax or tax consequences; or
- (c) If you should buy, hold or dispose of investment or asset or property.

11.3 We will act for you in respect of matters covered by your instructions whether or not they are given in writing or orally. This includes the usual authority that your lawyer will do everything necessary or incidental in order to carry out your instructions.

11.4 Our advice is limited to legal matters in accordance with New Zealand law only.

12. General

12.1 These terms apply to all matters of work we carry out for you now and in the future. If new matters are opened for you in the future terms of engagement will be sent at that date as they may be updated from time to time.

12.2 We are entitled to change our terms from time to time, including our charge out rate. Revised terms will be available on our website, www.rotherhamlaw.co.nz.

13. Information for Clients

13.1 Set out below is information required by the Rules of Conduct and Client Care for Lawyers:

13.1.1 Fees

Unless we have agreed otherwise in writing, our fees will be calculated on a time cost basis as set out in our Standard Terms of Engagement. When payment of fees is to be made is set out in our Standard Terms of Engagement.

13.1.2 Professional Indemnity Insurance

We hold professional indemnity insurance that meets or exceeds the Law Society's minimum standards. We will provide you with details of the minimum standards on request.

13.1.3 Lawyer's Fidelity Fund

The Law Society maintains a lawyer's Fidelity Fund for the purpose of providing clients of lawyers with protection against financial loss arising from the theft by lawyers. The maximum amount payable by the Fidelity Fund by way of compensation to the individual complainant is limited to \$100,000. Except in certain circumstances, specified in the Lawyers and Conveyancer's 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.

13.1.4 **Complaints**

We maintain a procedure for handling complaints by clients designed to ensure that the complaint is dealt with promptly and fairly. If you have a complaint about Rotherham Law's service or charges or you may refer that to Rachael Rotherham as the director with overall responsibility for your work.

If you do not wish to refer your complaint to Rotherham Law, or you are not satisfied with the response, you may refer the complaint to the New Zealand Law Society. The Law Society operates a lawyer's complaint service that you are able to make a complaint to at www.lawsociety.org.nz.

13.1.5 **Personal Responsible for the Work**

Rachael Rotherham is the director of Rotherham Law and will carry out and have overall responsibility for services provided to you.

13.1.6 **What we are Responsible For**

The limits of our liability are set out in our Standard Terms of Engagement and any letter of engagement sent to you.

14. **Client Care and Services**

14.1 The Rules of Conduct and Client Care for Lawyers provides the following client care and service information:

Whatever legal service your lawyer is providing he or she must:

- (a) Act competently, in a timely way and in accordance with the instructions received and arrangements made;
- (b) Protect and promote your interests and for you free from compromising influences or loyalties;
- (c) Discuss with you your obligations and how they should best be achieved;
- (d) Provide with you information about the work to be done, who will do it and the way the services will be provided;
- (e) Charge you a fee that is fair and reasonable and let you know how and when you will be billed;
- (f) Give you clear information and advice;
- (g) Protect your privacy and ensure appropriate confidentiality;
- (h) Treat you fairly, respectfully and without discrimination;
- (i) Keep you informed about the work being done and advise you when it is completed;
- (j) 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 the overriding duties, including duties to the Courts and to the justice system.

For further information please visit www.lawsociety.org.nz.