

**TERMS OF ENGAGEMENT FOR LEGAL SERVICES**  
As required by the Rules of Conduct and Client Care  
of Lawyers of the New Zealand Law Society ("the Rules")

Date: 19 October 2018

**BETWEEN:** **KIDD BLACK LAW** ("we") ("us") and ("our")  
P O Box 40294 (DX BP 64509)  
GLENFIELD, AUCKLAND 0787  
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**AND:**

| Client details               |                      |
|------------------------------|----------------------|
| Name:                        | ("you") and ("your") |
| Residential address:         |                      |
| Postal address:              |                      |
| Telephone:                   | Work:                |
| Mobile:                      | Email:               |
| Registered for GST: YES / NO | GST No:              |

| INSTRUCTIONS   |
|--|
| Harold Kidd (Director)/Lois Black (Director) will be primarily responsible for your work,<br><br><i>Note: Lengthy or complex instructions may be continued on a separate sheet</i> |

| OUR CHARGES   |
|---|
| We will charge for the work carried out on a time and attendance basis in accordance with the hourly rates listed below.<br><br>Hourly rate(s) where appropriate:<br>\$475.00 plus GST (Director) / \$450.00 plus GST (Director)<br>\$300.00 plus GST (Legal Executive) |

## TERMS AND CONDITIONS OF ENGAGEMENT

### 1. Your Instructions

We will act in your best interests to carry out your instructions.

We will cease to act for you if you cannot or will not provide any instructions that may be required in addition to those stated above.

We will take reasonable steps to keep you informed when carrying out your instructions.

You agree to pay our charges (including disbursements).

By providing us with an email address, you accept that:

- (a) we will not be liable for any misuse of any information intercepted by any third party where that email has been correctly addressed;
- (b) you consent to information being sent to that address for the purposes of disclosure under the Credit Contracts and Consumer Finance Act 2003.

### 2. Our obligations to you

Subject to the duties that we owe to the courts and the justice system, we will comply with the Rules and:

- (a) act competently and in a timely manner in accordance with arrangements made between you and us;
- (b) promote and protect, free from compromising influences or loyalties, your interests;
- (c) discuss your objectives and how best to achieve them;
- (d) provide you with information about the work to be done, who will do it and the way in which our services will be provided;
- (e) charge a fee that is fair and reasonable and let you know when you will be billed;
- (f) give you clear advice and information;
- (g) protect your privacy and confidentiality and we will hold all information concerning your business and affairs in strict confidence and will not divulge such information except where required or permitted to do so by law or unless you expressly or impliedly authorise us to make such disclosure;
- (h) treat you fairly, respectfully and without discrimination;
- (i) let you know if you may be eligible for legal aid and whether we are prepared to perform the work if paid by Legal Aid;
- (j) advise you how to make a complaint and to deal with any complaint promptly and fairly;
- (k) keep you informed about the work being done and advise you when it is completed.

### 3. How do we charge?

We charge in accordance with guidelines set down in the Rules. The fee will be calculated having regard to:

- (a) the time spent;
- (b) the specialist knowledge, skill and responsibility required;
- (c) the importance of the matter to you and the results achieved;
- (d) the urgency of the matter including any time limits imposed by you;
- (e) the degree of risk we have assumed in undertaking the work (including the value of any property involved) including the possibility that accepting your instructions may preclude our employment by other clients;
- (f) the complexity of the matter and the difficulty or novelty of the work;
- (g) the experience, reputation and ability of the personnel performing the work;
- (h) the reasonable cost of running a law practice.

### 4. Estimate of costs

Any estimate of costs that we provide will be an educated guess based upon the accuracy of your instructions and the information then available. If we encounter unexpected complications or if the work proves more complicated than we anticipated, we will charge for all additional work.

We will advise you if the estimate will be exceeded and the reasons for that and if need be obtain further instructions from you.

**5. Credit policy**

We may allocate to you a credit limit which will:

- (a) be confidential between us (and any other persons instructed by us with your consent);
- (b) be the total amount that we will allow to be owed to us by you at any time;
- (c) be able to be increased or decreased or withdrawn by us at any time;
- (d) we reserve the right to make reasonable and confidential credit inquiries from appropriate information providers;
- (e) if your credit limit is exceeded or if payment is not received by us within seven days of issue of our invoice, we may stop doing work for you and instruct others to stop doing work for you and we will have no liability for any loss you suffer if work is stopped for this reason.

**6. Payments we make on your behalf**

We may have to make payment to other people (disbursements) for work to be done such as filing fees, search fees, agency fees and similar payments. We do not need to pay these amounts for you unless we have received payment for these from you first. We are entitled to ask for these specific amounts or for an approximate amount to cover these expenses in advance so that we are not out of pocket.

If, with your consent, we instruct another person (including another lawyer) we have the right to require payment of that person's estimated fees into our trust account in advance. We may require you to enter into a payment arrangement directly with that person.

**7. When will you be billed?**

Property matters will usually be billed at the time of settlement or on completion of the work. We may require you to make a payment or payments to us for providing legal services under this agreement prior to final billing of any work.

We may bill you on a regular basis for all other matters.

**8. When is payment due?**

Payment for property matters is due at the time of settlement. All other accounts are due within seven days of issue of our invoice. If we are holding any money for you, you authorise us to deduct the account from that money after having provided you with a dated invoice.

**9. Overdue payments**

If you think you will have difficulty in paying any account from us, you must contact us immediately on receiving the account and discuss arrangements for payment. Clause 5.1 (e) may apply. We will charge interest for overdue payment at a rate 4% above our bank's overdraft rate applying at the date payment was due.

**10. Retention of records**

If we have done work for you but have not been paid, then we have the right to retain the original documents and the correspondence on your files until all outstanding amounts have been paid. This will particularly apply where you decide, for whatever reason, to instruct another law firm. You will need to pay all outstanding amounts before we release your files to your new lawyers. Alternatively, we may require that your new lawyers provide an undertaking to pay all outstanding amounts before your file is released.

Files will be held by us for a period of 10 years and then will be destroyed.

Subject to clause 10.1, if you want to inspect or require a copy of your files or documents, we may charge you for this.

**11. Our professional indemnity**

We hold indemnity insurance that meets the minimum standards specified by the New Zealand Law Society.

**12. Complaints**

Any complaints you have about the firm’s dealings with you must be made initially to the partner supervising your work, who will then discuss the complaint with you at the earliest opportunity. If you are not happy with the outcome of that discussion, you must write to us setting out your complaint and the reasons for your dissatisfaction as well as your reasoned proposal for resolution of the complaint. On receipt of your written complaint we will respond in writing at the earliest opportunity either resolving the complaint or giving reasons for not doing so. If you are unhappy with the result of our complaint procedure, you have the right to lodge a written complaint with the New Zealand Law Society, details of which are available on [www.lawsociety.org.nz](http://www.lawsociety.org.nz)

**13. Lawyers’ Fidelity Fund**

If we are entrusted with your money or other valuable property, you are protected by the Lawyers Fidelity Fund if the money or property is taken by theft by us or any of our employees or agents. Claims on the fund are limited to \$100,000 for any one theft. However, this fund excludes coverage in respect of funds which are given to us for investment purposes.

**14. Joint and several liability**

If there is more than one of you, you are each jointly and severally liable for payment of all amounts to us.

**15. Guarantor**

Where a guarantor is named in the guarantor section of this agreement then that person personally guarantees full payment of all amounts due to us by you under this agreement.

**Guarantor details**

**Note: *If the Client is a company we require the client’s obligations to be guaranteed by a natural person.***

Name:

Residential address:

Postal address:

Telephone:

Fax:

Mobile:

Email: