



Godfreys

Barristers & Solicitors

GODFREY, DUNCRAFT & FRENCH

CLIENT CARE

VISION

To provide our clients with a timely, cost effective and quality legal service that achieves desired outcomes.

In the provision of that service to keep our clients fully informed as to the progress of their matter, the steps we have taken and the likely timeframe and cost for undertaking the work.

TERMS OF ENGAGEMENT

These are the terms on which you engage us unless different or additional terms are agreed in writing between you and Godfreys.

Services

Our Letter of Engagement sets out the services we are to provide.

Professional Duties

Our duties under these terms of engagement are owed solely to you. We do not accept any responsibility or liability to any third parties who may be affected by our performance of the engagement or who may rely on any advice unless we expressly agree to this in writing.

Unless Godfreys has agreed in writing, no advice or information provided to the client is to be made available, directly or indirectly to any third party, or shall be used or relied upon by any third party.

Godfreys will have no liability to any such third party. The client indemnifies Godfreys against any third party claim arising from its release of any such advice or information.

Financial

Fees We shall charge you a **fair and reasonable fee** for the work done on your behalf.

- a) Fees are calculated in accordance with our estimated quotation and/or the hourly rates we charge for the personnel working on the engagement as set out in our Letter of Engagement and taking into account Law Society approved criteria.
- b) If our engagement letter specifies a fixed fee, we will charge this for the agreed scope of our services. Work which falls outside that scope will be charged on an hourly rate basis. We will advise you as soon as reasonably practicable if it becomes necessary for us to provide services outside the agreed scope and if requested, give you an estimate of the likely amount of the further costs.
- c) Where our fees are calculated on an hourly basis, the hourly rates are set out in our engagement letter. The differences in those rates reflect the experience and specialisation of our professional staff. Time spent is recorded in six (6) minute units, with time rounded up to the next unit of six (6) minutes.

Disbursements and expenses We will also charge you for any payments we make on your behalf to third parties (disbursements). Disbursements may include fees payable to LINZ, the Companies Office or the Ministry of Justice (court filing fees/hearing fees), LIM fees, courier fees and document service fee. These will be included in our invoice.

Funds sufficient to meet all disbursements and expenses expected to be incurred in the course of carrying out your instructions are to be deposited with us prior to those disbursements being incurred unless some other arrangement is expressly made between you and ourselves. We will inform you of the amounts required to meet the disbursements.

GST (if any) is payable by you on our fees and charges.

Invoices We shall **charge a fee from time to time** as appropriate. Where it is anticipated that the work will be carried out over a specific and not prolonged period, (e.g. the sale or purchase of a property), our fee will normally be rendered at the conclusion of that work. Where it is anticipated that the work will be carried out over a prolonged or unknown period, (e.g. litigation), our fees will be rendered regularly at intervals of not less than one month.

Payment Our invoices are payable within 14 days of the date of the invoice. **Interest will be payable** by you on any fees or disbursements which are not paid on or before due date. Interest will be calculated at the rate of 10% per annum on any unpaid balance.

Legal Aid If you are eligible and choose to apply for legal aid, there could be a significant period between the making of that application and the decision. If a legal aid application by you is declined, we shall charge you a fee for all work by us on your behalf including work carried out prior to the date on which the legal aid application is declined.

Deductions You authorise us to debit or deduct any fees, expenses or disbursements against any amount pre-paid by you or from any funds held on your behalf in our trust account for which we have provided an invoice.

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 or with your approval, be directed to a third party, nevertheless you remain responsible for payment to us if the third party fails to pay us.

Non payment of Invoice We reserve the right to:

- a) suspend the engagement until our invoice is paid and/or require payment for future fees in advance or terminate the engagement.
- b) use personal information as that term is used in the Privacy Act 1993 but only to the extent necessary to take action to recover payment of our fees and/or disbursements.
- c) charge you for all costs and fees by a collection agency or lawyer's fees which are incurred in taking action to recover outstanding costs.
- d) charge an **administration fee** of \$100 plus GST if time and effort is involved in collection from you.

Trust Account

We maintain a trust account for all funds which we receive from clients (except monies received for payment of our invoices). If we are holding significant funds on your behalf we will normally lodge those funds on interest bearing deposit with a bank for your credit. In that case we will charge an administration fee of 5% of the interest derived.

Confidentiality

All information concerning you or your affairs will be held in confidence and will not be disclosed by us to any other client or person except:

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

Termination

- a) You may terminate our retainer at any time.
- b) 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*.
- c) If our retainer is terminated you must pay us all fees due up to the date of termination and all expenses incurred up to that date.

Retention of files and documents

You authorise us (without further reference to you) to destroy all files and documents for this matter (other than any documents that we hold in safe custody for you) ten (10) years after our engagement ends, or earlier if we have converted those files and documents to an electronic format.

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 Law Society's *Rules of Conduct and Client Care for Lawyers*.

General

These terms apply to any current engagement 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 a copy of the amended Terms.

Our relationship with you is governed by New Zealand law and New Zealand courts have non-exclusive jurisdiction.

REFUSING INSTRUCTIONS:

Good cause to refuse to accept instructions includes a lack of available time, the instructions falling outside the lawyer's normal field of practice, instructions that could require the lawyer to breach any professional obligation, and the unwillingness or inability of the prospective client to pay the normal fee of the lawyer concerned for the relevant work.

DUTY TO COMPLETE RETAINER:

A lawyer who has been retained by a client must complete the regulated services required by the client under the retainer unless:

- a) the lawyer is discharged from the engagement by the client; or
- b) the lawyer and the client have agreed that the lawyer is no longer to act for the client; or
- c) the lawyer terminates the retainer for good cause and after giving reasonable notice to the client specifying the grounds for termination. Good cause includes:
 - i) instructions that require the lawyer to breach any professional obligation;
 - ii) the inability or failure of the client to pay a fee on the agreed basis or, in the absence of an agreed basis, a reasonable fee at the appropriate time;
 - iii) the client misleading or deceiving the lawyer in a material respect;
 - iv) the client failing to provide instructions to the lawyer in a sufficiently timely way;
 - v) except in litigation matters, the adoption by the client against the advice of the lawyer of a course of action that the lawyer believes is highly imprudent and may be inconsistent with the lawyer's fundamental obligations.

A lawyer:

- a) must not terminate a retainer or withdraw from proceedings on the ground that the client has failed to make arrangements satisfactory to the lawyer for payment of the lawyer's costs, unless the lawyer has:
 - i) had due regard to his or her fiduciary duties to the client concerned; and
 - ii) given the client reasonable notice to enable the client to make alternative arrangements for representation;
- b) who terminates a retainer must give reasonable assistance to the client to find another lawyer.

PROFESSIONAL INDEMNITY INSURANCE:

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

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 \$100,000-00. Except in certain circumstances specified in the Lawyers & 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.

CLIENT CARE AND SERVICE:

Whatever legal services your lawyer is providing, he or she must:

- a) Act competently, in a timely way, and in accordance with instructions received and arrangements made;
- b) Protect and promote your interests and act for you free from compromising influences or loyalties;

- c) Discuss with you your objectives and how they should best be achieved;
- d) Provide you with 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* ("the rules"). 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 or call 0800 261 801

GODFREYS IN HOUSE COMPLAINTS PROCEDURE

GOAL: To deal with client complaints in a timely, appropriate and professional manner in order to satisfactorily address client concerns or complaints about an author or work produced by the firm.

PROCEDURE:

These procedures will only apply if a client submits the complaint in writing, providing details of the complaint and advises Godfreys what action they require to be taken.

- a) Any complaint by a client about our service or work is to be initially raised with the author handling the file, in writing, as soon as the client is able to do so. The client(s) should clearly set out the issue(s) being complained of and an outline of what action the client requires to be taken to rectify the complaint(s).
- b) The author shall then review the complaint(s) and seek any necessary further information with a view to compiling a written response to the client.
- c) All client complaints will be responded to within five (5) working days from the date the complaint was received by us. The response should outline the complaint as received, the investigation undertaken, our view point of the same and the action (if any) to be taken by the firm.
- d) If the client is not satisfied with the response given by the author to the complaint then they may contact either Brad McDonald or Philip Sewell (complaints Partners) to discuss any outstanding issues they may have.
- e) The applicable complaints Partner will then consider the matter and respond to the client within five (5) working days from the date on which the client contacted them in order to advise the client on the outcome of their review and what action (if any) will be taken by the firm.

If the client is unsatisfied with the firms response to a complaint then the matter may be taken up directly with the New Zealand Law Society Lawyers Complaints Section who can be contacted on Ph: 0800 261 801 and you will be connected to the nearest Complaints Service Office, which can provide information and advice about making a complaint.

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 we provide for you are set out in our letter of engagement.

Contact us:

Unit 2, Armagh Courts
 78 Armagh St, Christchurch
Ph: (03) 366 7469 **Fax:** (03) 365 3456
Email: admin@godfreys-law.co.nz
Web: www.godfreyslaw.co.nz

Partners:

Philip David Sewell LL.B
 Bradley Haig McDonald B.A., LL.B