

TERMS OF ENGAGEMENT



1 General

- 1.1 These Standard Terms of Engagement (Terms) apply to any current engagement and also to any future engagement, whether another copy is provided or not. Michelle Maguire Law Clerk ("I", "My", "Me") is entitled to change these Terms from time to time, in which case I will send you amended Terms. My relationship with you is governed by New Zealand law and New Zealand courts have exclusive jurisdiction.

2 Services

- 2.1 The services I provide to you (the Services) are on an ad hoc basis and include, but are not limited to:
- a Legal research;
 - b Drafting;
 - c Disclosure;
 - d Legal Aid amendments and communications;
 - e Any other legal administrative tasks agreed between us.
- 2.2 In order to provide you with efficient advice and services and to provide the most cost-effective service, I record all my time spent working on your matter/s using MinuteDock and only charge per minute worked.

3 Communications

- 3.1 I will obtain from you contact details, including email address, postal address and telephone numbers. I may provide documents and other communications to you by email (or other electronic means). You will advise me if any of your contact details change.
- 3.2 I will report to you periodically on the progress of any engagement and will inform you of any material and unexpected delays, significant changes or complications in the work being undertaken. You may request a progress report at any time.

4 Financial

- 4.1 **Fees:** The basis upon which I will charge my fees is set out:
- a My fees are calculated on an hourly basis at the hourly rate of \$35.00NZD + GST. This is recorded via MinuteDock and accordingly charged per minute.

- b If the engagement specifies a fixed fee, I will charge this for the agreed scope of the Services. Work which falls outside that scope will be charged on an hourly rate basis. I will advise you as soon as reasonably practicable if it becomes necessary for me to provide services outside of the agreed scope and, if requested, give you an estimate of the likely amount of the further costs.
- 4.2 **Disbursements and Third Party Expenses:** In providing the Services I may incur disbursements and payments to third parties on your behalf. I will advise you before incurring any such expense to seek your approval first. This may include such items such as search fees, court filing fees, registration fees and travel and courier charges, which are reasonably necessary to provide the Services. These will be included in my invoice to you, shown as “disbursements” when the expenses are incurred (or in advance when I know I will be incurring them on your behalf).
- 4.3 **Office Service Charge Fee (Administrative expenses):** My fee includes reasonable printing and scanning required to carry out my services. If the printing required is excessive for that as a home-based law clerk, a disbursement to cover this cost will be added to your invoice.
- 4.4 **GST:** My services attract Goods and Services Tax (GST). GST is payable by you on my fees and charges.
- 4.5 **Invoices:** I will send interim invoices to you, usually weekly, and on completion of the matter, or termination of our engagement.
- 4.6 **Payment:** Invoices are payable within 7 days of the date of the invoice, unless alternative arrangements have been made with me.
 - a If you have difficulty in paying any of my accounts, please contact me promptly so that we may discuss payment arrangements.
 - b If your account is overdue I may:
 - i require interest to be paid on any amount which is more than 14 days overdue, calculated at the rate of 1%.
 - ii stop work on any matters in respect of which I am providing services to you.
 - c Payment may be made by bank transfer as directed on my invoices.
- 4.7 **Third Parties:** Although you may expect to be reimbursed by a third party for my fees and expenses, and although my invoices may at your request or with your approval be directed to a third party, you remain responsible for payment to me in accordance with these Terms if the third party fails to pay me.

5 Confidentiality and Personal Information

- 5.1 **Confidence:** I will hold in confidence all information concerning you and your clients that I acquire during the course of acting for you. I will not disclose any of this information to any other person except:
 - a to the extent necessary or desirable to enable me to carry out your instructions; or
 - b as expressly or impliedly agreed by you; or

- c as necessary to protect my interests in respect of any complaint or dispute; or
- d to the extent required or permitted by law.

- 5.2 **Personal information and Privacy:** In my dealings with you I will collect and hold personal information about you. I will use that information to carry out the Services and to make contact with you as required. Provision of personal information is voluntary but if you do not provide full information this may impact on my ability to provide the Services.
- 5.3 Subject to clause 5.1, you authorise me to disclose, in the normal course of performing the Services, such personal information to third parties for the purpose of providing the Services and any other purposes set out in these Terms.
- 5.4 The information I collect and hold about you will be kept at my home office and in secure file storage (including electronic file storage). If you are an individual, you have the right to access and correct this information. If you require access, please contact me.

6 Documents, Records and Information

- 6.1 I will keep a record of all important documents which I receive or create on your behalf on the following basis:
- a I may keep a record electronically and destroy originals (except where the existence of an original is legally important).
 - b At any time, I may dispose of documents which are duplicates, or which are trivial (such as emails which do not contain substantive information), or documents which belong to me.
 - c I am not obliged to retain documents or copies where you have requested that I provide them to you or to another person and I have done so, although I am entitled to retain copies for my own records if I wish to do so.
 - d I will delete and destroy any documents of yours which you ask me to.
- 6.2 I will provide to you on request copies or originals (at my option) of all documents to which you are entitled under the Privacy Act 1993 or any other law. I may charge you my reasonable costs for doing this.
- 6.3 Unless you instruct me in writing otherwise, you authorise me and consent to me (without further reference to you) to destroy (or delete in the case of electronic records) all files and documents in respect of the Services 7 years after our engagement ends (other than any documents that I hold in safe custody for you or are otherwise obliged by law to retain for longer). I may retain documents for longer at my option.
- 6.4 I may, at my option, return documents (either in hard or electronic form) to you rather than retain them. If I choose to do this, I will do so at my expense.

7 Conflicts of Interest

- 7.1 I am obliged to protect and promote your interests to the exclusion of the interests of third parties and myself as set out in the Lawyers and Conveyancers Act (Lawyers: Conduct and

Client Care) Rules 2008 (Rules). This may result in a situation arising where we have a conflict of interest.

- 7.2 I have procedures in place to identify and respond to conflicts of interest or potential conflicts of interest. If a conflict of interest arises I will advise you of this and follow the requirements and procedures set out in the Rules. This may mean I may terminate our engagement.

8 Duty of Care

- 8.1 My duty of care is to you and not to any other person. I owe no liability to any other person, including for example any directors, shareholders, associated companies, employees or family members unless I expressly agree in writing. I do not accept any responsibility or liability whatsoever to any third parties who may be affected by my performance of my Services, except as expressly agreed by me in writing.
- 8.2 As a law clerk I cannot, and do not, give legal advice.
- 8.3 Unless otherwise agreed, I may communicate with you and with others by electronic means. I cannot guarantee that these communications will not be lost or affected for some reason beyond my reasonable control, and I will not be liable for any damage or loss caused thereby.

9 Termination

- 9.1 You may terminate my Services at any time.
- 9.2 I may terminate my Services in any of the circumstances set out in the Rules including the existence of a conflict of interest, non-payment of fees, and failure to provide instructions.
- 9.3 If my Services are terminated you must pay me all fees, disbursements and expenses incurred up to the date of termination.

10 Feedback and Complaints

- 10.1 Client satisfaction is one of my primary objectives and feedback from clients is very helpful to me. If you would like to comment on any aspect of the service provided by me, including how I can improve my service, please email me as soon as practicable.
- 10.2 If you have any concerns or complaints about my services, please raise them as soon as possible with me. I will respond to your concerns as soon as possible. I 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.