

Director
Maninder Kaur Sidhu MA LLB

Consultant
Jeremy Brook LLB

Solicitor
Monika Jarkiewicz LLB

Legal Executives
Mary Stewart
Amanda Rossbotham

BROOK LAW LIMITED **trading as Brook Law**



LAWYERS

STANDARD TERMS AND LETTER OF ENGAGEMENT

Thank you for contacting us. We will be pleased to act for you in this matter. The following is Information for you as a client which lawyers are required by the Rules of Conduct and Client Care for Lawyers to provide

These Standard Terms of Engagement (“Terms”) and letter of engagement (“Letter”) apply in respect of all work carried out by us for you, except to the extent that we otherwise agree with you in writing. We also attach a standard “information for clients” document required by the abovementioned Rules of conduct and client care.

1 Services

1.1 The services we are to provide for you are outlined on the last page of this letter.

2 Financial

2.1 Fees:

Our fees are charged in accordance with guidelines laid down by the Rules of Conduct and Client Care of the New Zealand Law Society. In fixing the fee we are entitled to take account of considerations such as:

- (a) the time spent;
- (b) the skill, specialised knowledge and responsibility required;
- (c) the importance of the matter to you and the results achieved;
- (d) the urgency and circumstances in which the work is undertaken and any time limits, including time limits imposed by you;
- (e) the degree of risk assumed by us in undertaking the services including the amount or value of any property involved;
- (f) the complexity of the matter and the difficulty or novelty of the questions involved;
- (g) the experience, reputation, and ability of the personnel carrying out the work;
- (h) the possibility that the acceptance of the instructions will preclude employment of us by other clients;
- (i) the reasonable costs of running a law practice.

2.2 Where our fees are calculated on an hourly basis, the **hourly rates** are set at **\$350.00** plus GST for a Director/Consultant, **\$250.00** plus GST for a Solicitor/Associate and **\$90.00** plus GST for a legal executive. The differences in those rates reflect the experience and specialisation of our professional staff. Time spent is recorded in 6 minute units, with time rounded up to the next unit of 6 minutes.

2.3 Estimated Costs:

- (a) A costs estimate will be our “best guess” as to what the fees and other costs are likely to be. If the work does not proceed as we had expected due to unexpected complications, or if the work proves more complicated than originally anticipated, we will charge for all additional work.
- (b) If it appears that the estimate will be exceeded, we will advise you of the reasons and obtain further instructions from you.

2.4 **Disbursements and Third Party Expenses:** In providing the services we may incur disbursements and payments to third parties on your behalf. You authorise us to incur these disbursements (which 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. You also authorise us to make payments to third parties on your behalf which are reasonably required to under the services (which may include such items such as experts’ costs of counsel’s fees). These will be included in our invoice to you, shown as “disbursements” when the expenses are incurred (or in advance when we know we will be incurring them on your behalf).

- 2.5 **Office Service Charge Fee (Administrative Expenses):** In addition to disbursements, we may charge a fee of \$20 file creation fee and \$50 Anti-Money Laundering fee and other additional out of pocket costs which are not included in our fee and which are not recorded as disbursements. The other additional out of pocket expenses include items such as photocopying and printing, postage and phone calls.
- 2.6 **GST (if any):** Is payable by you on our fees and charges.
- 2.7 **Invoices:** We will send interim invoices to you, usually monthly and on completion of the matter, or termination of our engagement. We may also send you an invoice when we incur a significant expense.
- 2.8 **Payment:** Invoices are payable within 14 days of the date of the invoice, unless alternative arrangements have been made with us. We may require interest to be paid on any amount which is more than 7 days overdue. Interest will be calculated at the rate of 15% from the date payment became due.
- 2.9 We may stop doing work (and instruct others to stop doing work) for you if payment of any account is overdue by more than 20 days. We will have no liability for any loss suffered by you when work is stopped for this reason. We will advise you at the time we intend to stop work in order that you may rectify this issue before stopping work on your file.
- 2.10 **Debt Collection:** On default we may charge you the cost to us of using a Debt Collection Agency to recover the debt.
- 2.11 **Security:** We may ask you to pre-pay amounts to us, or to provide security for our fees and expenses. You authorise us:
- (a) To debit against amounts pre-paid by you; and
 - (b) To deduct from any funds held on your behalf in our trust account.
- Any fees, expenses or disbursements for which we have provided an invoice.
- 2.12 **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.
- 2.13 **Lien:** Where work has been done by us but we have not been paid by you, then we have the right to retain the original documents and the correspondence on your files until such time as all outstanding fees, disbursements and other expenses have been paid. This is known as a lien. This will be particularly important in circumstances where you decide for whatever reason to instruct another law firm. You must pay all outstanding fees, disbursements and other expenses before we release your files to your new solicitors. Alternatively that other law firm may be obliged to give an undertaking to us to pay all outstanding fees and disbursements before your file is released.
- 2.14 **Guarantor:** Where the name of a guarantor is completed on the last page of this letter then that person personally guarantees full payment of any amount due to us from you in terms of this letter.

3 Confidentiality

- 3.1 We will hold in confidence all information concerning you or your affairs that we acquire during the course of acting for you. We will not disclose any of this information to any other 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.
- 3.2 Confidential information concerning you will as far as practicable be made available only to those within our firm who are providing legal services for you.
- 3.3 We will of course, not disclose to you confidential information which we have in relation to any other client.

4 Termination

- 4.1 You may terminate our retainer at any time.
- 4.2 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
- 4.3 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.

5 Retention of files and documents

- 5.1 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) 7 years after our engagement ends, or earlier if we have converted those files and documents to an electronic format.

6 Conflicts of Interest

6.1 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 and follow the requirements and procedures set out in the Law Society's Rules of Conduct and Client Care for Lawyers.

7 Duty of Care

7.1 Our duty of care is to you and not to any other person. Before any other person may rely on our advice, we must expressly agree to this.

8 Trust Account

8.1 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. In that case we will charge an administration fee of 0.25% of the interest derived.

9 General

9.1 These Terms apply to any current engagement and also to any future engagement, whether or not we send you another copy of them.

9.2 We are entitled to change these Terms from time to time, in which case we will send you amended Terms.

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

Responsibility for Services

The names and status of the people in our firm who will have the general carriage of or overall responsibility for the services we provide for you are:

Maninder Sidhu	Director	Jeremy Brook	Consultant
Name	Status	Name	Status

If the information in this letter and the accompanying material is acceptable, please sign the attached copy of this letter where indicated and return it to us. If you orally advise your acceptance or instruct us to proceed, you will in any event be bound by these terms.

We look forward to working with you on this matter.

Yours faithfully

TO: **Brook Law Limited trading as Brook Law**

The terms in this document are accepted and you are requested to act in this matter.

Client Signature –

Guarantor (if any) –

Appendix – Brook Law Location Map



Services to be provided

The following is a summary of the legal services we expect to be providing to you.

Description of Matter:

Estimated Fee (based on est. time engaged/or fixed fee):

*On a time basis by Jeremy Brook/Maninder Sidhu @ \$350.00 per hour plus GST, disbursements and expenses.**

***Please note:** *If the matter is to be completed on an urgent basis, or additional work beyond the normal is required, there will be additional fees charged on your matter for completing the work on this basis.*

Brook Law Limited Trust account number: ANZ Hamilton: 01-0315-0127671-02

INFORMATION FOR CLIENTS

Set out below is the information required by the Rules of Conduct and Client Care for Lawyers of the New Zealand Law Society ("Law Society").

10 Fees:

The basis on which fees will be charged is set out in our letter of engagement. When payment of fees is to be made is set out in our Standard Terms of Engagement.

We may deduct from any funds held on your behalf in our trust account any fees, expenses or disbursements for which we have provided an invoice.

11 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.

12 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. Except in certain circumstances specified 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 instructed to invest on behalf of the client.

13 Complaints:

We maintain a procedure for handling any complaints by clients, designed to ensure that a complaint is dealt with promptly and fairly.

If you have a complaint about our services or charges, you may refer your complaint to the person in our firm who has overall responsibility for your work.

If you do not wish to refer your complaint to that person, or you are not satisfied with that person's response to your complaint, you may refer your complaint to **Maninder Sidhu**.

She may be contacted as follows:

- by letter;
- by email at maninder@brooklaw.co.nz
- by telephoning her at 07 838-3385 ext 2

The Law Society operates the Lawyers Complaints Service, and you are able to make a complaint to that service. To do so, phone **0800 261 801** and you will be connected to the nearest Complaints Service Office, which can provide information and advice about making a complaint.

14 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.

15 Client Care and Service:

The Law Society client care and service information is set out below.

Whatever legal services your lawyer is providing, he or she 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.
- Charge you a fee that is fair and reasonable and let you know how and when you will be billed.
- 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.

The obligations lawyers owe to clients are described in the Rules of Conduct and Client Care for Lawyers. 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**.

16 Limitations on extent of our Obligations or Liability

Any limitations on the extent of our obligations to you or any limitation or exclusion of liability are set out in our letter of engagement.