



DYHRBERG DRAYTON  
EMPLOYMENT LAW

## Standard Terms of Engagement and Client Care

These Standard Terms of Engagement (Terms) apply in respect of all work carried out by Dyhrberg Drayton Employment Law, except to the extent that is otherwise agreed with you in writing.

### 1 Services

The services we will provide for you are outlined in the engagement letter.

### 2 Financial

#### Fees

The fees we charge or the manner in which they will be arrived at, are set out in the engagement letter.

If the engagement letter specifies a fixed fee, we will charge this for the agreed scope of 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 to provide services outside the agreed scope and, if requested, give you an estimate of the likely amount of the further costs.

Where fees are calculated on an hourly basis, the hourly rates are set out in the engagement letter. Time spent is recorded in 10 minute units

#### Disbursements and expenses

In providing services we may incur disbursements or have to make payments to third parties on your behalf. These will be included in our invoice to you when the expense is incurred. We may require an advance payment for the disbursements or expenses which will be incurred on your behalf.

#### GST

Is payable by you on fees and charges.

#### Invoices

We will send interim invoices to you, usually monthly and on completion of the matter, or termination of engagement. We may also send you an invoice when we incur a significant expense.

#### Payment

Invoices are to be paid on the 20<sup>th</sup> of the month following, unless alternative arrangements have been made. We may require interest to be paid on any amount which is more than 90 days overdue. Interest will be calculated at the rate of 2%

above the bank's 90-day bank bill buy rate as at the close of business on the date payment became due.

#### 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 if the third party fails to pay our invoices.

### 3 Confidentiality

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:

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

Confidential information concerning you will as far as practicable be made available only to those within or contracted to my practice who are providing services for you.

We will of course, not disclose to you confidential information which we have in relation to any other client.

### 4 Termination

You may terminate our retainer at any time.

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

If our retainer is terminated you must pay all our fees due up to the date of termination and all expenses incurred up to that date.

### 5 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) 7 years after our engagement ends, or earlier if we have converted those files and documents to an electronic format.

## 6 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.

## 7 Duty of Care

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 Indemnity and fidelity cover

We are required to advise you that we hold professional indemnity insurance at or above the minimum level required by the New Zealand Law Society. We do not operate a trust account, and will not hold monies on your behalf.

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.

## 9 Complaints process

If at any time you have any concern or complaint about any aspect of our professional service, including fees charged, please advise us immediately, so that we can talk the matter through and try to address your concerns. As we are a boutique law firm, our preferred complaint process is to access private mediation through a commercial mediator. The cost of any such mediation process would be borne by Dyrberg Drayton Employment Law. If for good reason, you do not want to participate in such a process, or a mediation is unsuccessful in resolving your concern, you have the right to make a complaint to the Lawyers Complaints Service. The Service can be contacted on 0800 261 801. Information about the process can be accessed on [www.lawsociety.org.nz](http://www.lawsociety.org.nz).

## 10 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 I will send you amended Terms.

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

## 11 Client care rules

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](http://www.lawsociety.org.nz) or call 0800 261 801.