

### **Introduction**

These terms of engagement are the standard terms on which the Auckland Community Law Centre (“we”) provide legal and related services to members of the public. They include information which we are required to provide under the Rules of Conduct and Client Care for Lawyers issued by the New Zealand Law Society in 2008 (Rules of Conduct).

Our client on any particular matter will be the party identified as such in the engagement letter we send on the matter or as otherwise agreed (“you”).

### **Scope of These Terms**

All legal services provided by Auckland Community Law Centre are initially subject to these terms of engagement and the information for clients outlined below.

Alternative terms of engagement will apply in circumstances where we have provided terms of engagement to you through a formal letter on our letterhead.

### **Nature of Services**

Our services are designed to help people to resolve legal problems for themselves. You will receive one or more of the following standard services:

- A referral to a private lawyer or other agency
- Legal information or referral to a source of legal information
- Advice about your legal issue
- Assistance with resolving your legal issue for yourself

Which type of services you receive and how much you receive, is at our absolute discretion.

If your matter escalates to a point where services are more than we have agreed or beyond our expertise, we will, at our absolute discretion:

- Withdraw our services and refer you to another provider; or
- Provide you with representation services

### **Representation in Court, Tribunal etc.**

We very rarely attend Courts, Tribunals, mediations, investigation meetings, or similar engagements.

We will not attend these with you unless we have agreed to do so in writing, by providing a new terms of engagement to these which explicitly state our agreement to attend. The new terms of engagement will replace these terms.

### **Eligibility**

Our services are means tested. We may refuse to provide services if you do not satisfy our means test. We may withdraw our services if we later discover you do not meet our means test.

Our services are available to people within a specific geographic region. We are likely to refuse to provide services to people from outside our region. We may provide services to people outside our region in situations we consider, in our absolute discretion, to be exceptional.

We do not provide services in all areas of law. Example of excluded areas include: conveyancing, property, commercial.

Our standard services are provided for free, and include basic administrative costs, such as photocopying and printing, unless we consider it unreasonable for us to meet those costs. We will not pay for third party disbursements, such as filing fees or service fees.

### **Deemed Acceptance**

By accepting our standard services you will be deemed to be bound by these terms of engagement and any terms stated in the information for clients.

### **Costs**

Our standard services are provided for free, and includes basic administrative costs, such as photocopying and printing, unless we consider it unreasonable for us to meet those costs. We will not pay for third party disbursements, such as filing fees or service fees.

### **Confidentiality**

We regard client confidentiality as of paramount importance. We will not disclose any confidential information obtained from you to any other person, and will not disclose to you any confidential information received from another client or prospective client, unless required by law or by the Rules of Conduct (Chapter 8).

### **Legal conflict**

If a legal conflict of interest arises, in relation to any matter on which you have instructed us, between your interests and those of any other client for whom we are also acting, we will inform you as soon as possible. We will cease acting on your matter until the conflict is resolved. If the conflict is not resolved we may refer you to another lawyer for independent advice.

### **Electronic communications**

Unless otherwise agreed with you, we may communicate with you and others at times by electronic means. These communications can be subject to interference or interception or contain viruses or other defects ("corruption"). We do not accept responsibility and will not be liable for any damage or loss caused in connection with the corruption of an electronic communication. If you have any doubts about the authenticity of any communication or document purportedly sent by us, please contact us immediately.

### **External information and public records**

In advising you we may rely on, or provide you with, information obtained from third parties (e.g. experts or witnesses or government agencies or registrars). This information may not always be accurate and complete. We do not accept responsibility and will not be liable for any damage or loss caused by errors or omissions in information obtained from third parties.

### **Files and documents**

We retain the files we establish on a matter, and any documents you leave with us, for at least six years after completion or termination of the matter. We may then destroy the files and documents. Other arrangements can be made if you prefer.

We may, at our discretion, convert paper files to digital copies and destroy the paper files. Any original documents will be returned to you. This includes the storage of digital information in cloud based system.

If you uplift your files or other documents at any time, we may make copies of them before they are uplifted.

### **Limitation of Liability**

We confirm that our Office is covered by the Law Society's Fidelity Fund. Our office also has its own insurance cover.

Our liability to you, whether in contract, tort, equity or otherwise, for any material loss or damage or expenses (including legal costs) suffered or incurred directly by you as a result of any act or omission shall be limited to \$10,000.

### **Termination**

We (for good cause) or you may terminate our engagement at any time by giving a reasonable period of notice.

### **Insurance**

We hold insurance cover which is in excess of the New Zealand Law Society requirements.

### **Fidelity Fund**

The Lawyers' Fidelity Fund administered by the New Zealand Law Society gives you some protection against theft of your money, up to NZ\$100,000 if it is held by us

in our trust account or (subject to the qualification below) in an interest bearing deposit account (either on call or for a fixed term). That protection will not apply where you have instructed us to invest your money in an investment that is excluded from cover by the Lawyers' Fidelity Fund (such as the purchase of shares on a stock exchange, the deposit of funds for investment purposes or the purchase of an annuity).

### **Changes to these terms of engagement**

These terms of engagement will be deemed to be modified to the extent necessary to comply with the Rules of Conduct in force from time to time.

### **Complaints**

If you are not satisfied with the way your case has been dealt with you should talk to your lawyer about this. If you are not able to resolve the matter, you should contact the Administration Practice Leader to discuss this. Should you have any concerns that Auckland Community Law Centre has not dealt with your complaint satisfactorily, then you are able to make a complaint to the New Zealand Law Society's complaints 0800 number – 0800 261 801.

We will endeavour to provide the best service possible to you within the resources of the community law centre.

### **Law Society Requirements**

Whatever legal services we provide you, we 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.