

McWILLIAM TYREE - TERMS OF ENGAGEMENT & INFORMATION FOR CLIENTS

Responsibility for your file

Your lawyer has overall responsibility for your file, but from time to time the other lawyers listed below may do work for you if requested by your lawyer. For example, your lawyer may request help from one of the other lawyers, or may be unavailable when matters arise on your file.

Services that we provide

We specialise in family law. We offer a full range of services including:

- (a) Provision of legal and practical advice to resolve disputes
- (b) Negotiation on your behalf, and finalising settlements
- (c) Acting on your behalf in Court proceedings

We do not do conveyancing (buying and selling houses) or set up trusts. However, we have a network of other specialist lawyers that we can refer you to for these matters, and any other legal matters or queries you may have.

Fees

We will charge you a fair and reasonable fee for the work we do for you. The following factors are taken into account in quantifying that fee:

- (a) Base hourly rate for time spent working on your behalf.
- (b) Disbursements and office expenses are charged in addition to our fees. We may incur disbursements or have to make payments to third parties on your behalf. These may include, but are not limited to, Court filing fees, mileage and parking charges. We may require an advance payment.
- (c) We will invoice you for your first appointment at the end of the appointment, and ask that you pay the invoice before you leave.
- (d) On completion of your file, it will be scanned onto electronic storage and the original file will be destroyed. A fee may be charged for electronic storage.
- (e) GST is payable on our fees and charges.
- (f) An additional fee for urgency and/or complexity may be charged where appropriate.
- (g) Time spent is recorded in 6 minute units, with time rounded up to 6 minutes.
- (h) We request that our fees for Court hearing time and preparation are paid into our trust account in advance of a hearing. A day in Court is approximately 6 hours, and the minimum preparation time would be 9 hours per day of hearing time.
- (i) We can provide you with our account details if you wish to pay our fees via direct debit.

Legal Aid

Please ask if you would like to discuss your eligibility for state funded legal aid. This is assessed on the basis of your income.

If you qualify for a grant of legal aid, we will invoice the Ministry directly in relation to your grant of aid and a copy will be sent to you. The Legal Services Commissioner will write to you and advise you of your rights and obligations, including any conditions or repayment obligations that you may have in relation to the grant of legal aid.

You are required to contact the Legal Services Commissioner (at the Ministry of Justice) if there are any changes to you or your partner's contact details, employment status, family circumstances, or financial details. For further information, please contact the Ministry of Justice (www.justice.govt.nz). You should be aware that legal aid is not always free and you may have to repay all or part of your grant.

In the event that legal aid is not granted, you will be liable for our account charged at the private rates outlined on page 1, and pursuant to the other conditions in this letter.

JustFund – Relationship Property Matters Only

We are an accredited JustFund Law firm. JustFund is a family law finance provider that may be able to provide a flexible line of credit for legal expenses for some clients in respect of relationship property matters.

Please note that eligibility and the level of funding available is independently assessed by JustFund on the basis of their assessment of your property entitlement. To obtain funding JustFund will require us to provide information in order for them to complete this assessment. Ongoing information and updates from us are also required.

Please ask if you wish to discuss the possibility of an application to JustFund. Further information can also be obtained on the JustFund website at <https://justfund.co.nz/>

What we charge you for

Representing your interests involves more than just our time spent with you, or in Court for you. It includes correspondence and telephone calls not only to or from you, but with other people involved in your matter (for example, the other party or their lawyer, the Court, lawyer for the child, experts and/or other witnesses), research, document preparation, preparation for Court and travel time. It includes careful consideration of documents received from other parties or specialist reports, so that we can best advise you on them. You will be charged for these attendances.

Invoicing

We will invoice you on a progressive basis while representing you, usually monthly. If you wish to have invoices sent on a more regular basis, please let us know, and we can organise a set frequency, or invoice on your request.

Terms of payment

Invoices are payable within 14 days of issue unless other specific arrangements are agreed in advance. We accept payment by cash, cheque, eftpos (including credit cards) or direct deposits to our bank account. If invoices are paid more than seven days late, a late fee of 15% will be added to our fee. In the case of overdue invoices, no further work will be carried out until payment is received. If it is necessary for us to engage debt collectors or to issue Court proceedings in order to recover outstanding fees, debt collection fees and legal costs incurred by us in the issue and processing of proceedings will also be added to our fee.

Trust account and payment in advance

We maintain separate trust accounts for all funds which we receive from clients (except for funds which are 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 ASB Bank, unless you specifically tell us not to.

You may choose to make payment in advance, or we may ask you to do so. If so, any funds received but not yet invoiced will be held in our trust account for your credit, and will only be deducted from the trust account when an invoice has been provided to you. By paying fees in advance, you are authorising us to do this.

Payment by others on your behalf

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, you remain responsible for payment to us if the third party fails to pay us.

Payments to experts

We may need to engage an expert to assist us with your case, for example accountants, valuers, business advisors and psychologists. If we engage an expert on your behalf, we will only do so with your consent. You will be responsible for the expert's costs, even if the invoice is addressed to McWilliam Tyree. We may ask for expert's costs to be paid in advance into our trust account.

Client care and service

We will:

- 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.
- Deal with any complaint promptly and fairly.

The obligations lawyers owe to clients are set out 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 contact the Law Society.

Professional indemnity insurance

We hold professional indemnity insurance that meets 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 with protection against monetary 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. As we do not invest your money (other than through ASB Bank on term deposit) your funds will be covered by the Lawyers' Fidelity Fund.

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, we suggest that, in the first instance, you refer your complaint to one of the partners in our firm. This could be by telephone, email or letter.

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 or email complaints@lawsociety.org.nz and you will be connected to the nearest Complaints Service Office, which can provide information and advice about making a complaint, or visit www.lawsociety.org.nz.

Confidentiality & Privacy Act 2020

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 our firm who are providing legal services for you.

We will of course, not disclose to other clients confidential information which we have about you.

A copy of our Privacy Statement is available on our website.

Use of Technology

We use a variety of technology for the provision of legal services, including electronic storage of your information and documentation within our practice management system and, where appropriate, the use of AI tools. Your information is securely stored and no personal information will ever be uploaded to publicly accessible systems.

Termination

You may terminate our services at any time. We may terminate our services in any of the circumstances set out in the Law Society's Rules of Conduct and Client Care for Lawyers. If our services are 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 paper files and documents for this matter 7 years after our engagement ends, or earlier if we have converted those files and documents to an electronic format. Prior to the file being destroyed, you can request to uplift your file at any time. Our electronic files are kept for 10 years only.

Conflicts of interest

We have procedures in place to identify and respond to conflicts of interest. However, 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. It is not always immediately obvious when a conflict exists or a conflict may arise whilst we are acting for you. We will advise you as soon as we become aware of any conflict.

Duty of care/professional responsibility

Our professional responsibility is to you and not to any other person. Before any other person may rely on our advice, we must expressly agree to this.

General

This information applies to any current engagement. We may need to change the Terms from time to time. If any substantial changes are made to the Terms we will send you the amended Terms.

If you have any queries about any of the matters raised above, please do not hesitate to ask.