

# Our terms

## Contents

- 1 Introduction
- 2 Our promise to you
- 3 The terms
- 4 How we set up our arrangement with you
- 5 What we need from you
- 6 What we can't do for you
- 7 What it costs and how we get paid
- 8 How we deliver our services to you
- 9 What is important to us
- 10 What you can do if things go wrong or you are not happy

# 1 Introduction

This document is to clearly set out the terms of our working relationship. We are happy to discuss this with you. Please speak with the team member who is working with you.

## 2 Our promise to you

To act competently, in a timely way, and in accordance with instructions received and arrangements made.

To protect and promote your interests and act for you free from compromising influences or loyalties.

To discuss with you your objectives and how they should best be achieved.

To provide you with information about the work to be done, who will do it and the way the services will be provided.

To charge you a fee that is fair and reasonable and let you know how and when you will be billed.

To give you clear information and advice.

To protect your privacy and ensure appropriate confidentiality.

To treat you fairly, respectfully and without discrimination.

To keep you informed about the work being done and advise you when it is completed.

To let you know how to make a complaint and deal with any complaint promptly and fairly.

## 3 The terms of our engagement

### How does it work?

The terms:

- ▶ apply to all work we do, now and in the future (unless we agree to something else in writing)
- ▶ set out how we do the work for you
- ▶ explain what we can expect from each other; and
- ▶ includes information we are required to tell you under the New Zealand Law Society's Rules of Conduct and Client Care for Lawyers (**Law Society rules**).

### How do you accept?

By you continuing to work with us. The terms can be enforced even after our work with you ends.

### Can the terms be altered?

Yes. We can alter them at any time.

### How to cancel

You can cancel at any time.

We can only cancel in situations that are set out in the Law Society rules.

In both cases, you must pay us all fees and disbursements/expenses incurred up to the date of cancellation.

### New Zealand Law

Our relationship with you is governed by New Zealand law and the authority of the New Zealand courts.

## 4 How we set up our arrangement with you

A letter for the work to be done will be sent to you.

The letter will outline:

- ▶ what we will do for you (**the Services**)
- ▶ the team members who will assist you
- ▶ the director of Aspiring Law Limited with overall responsibility

## Who can we accept instructions from?



Couple - either of you



Trust - any of the trustees



Partners (commercial) - any of the partners



Company - Any of the directors or employees or any other person who is authorised



Body corporate or society - any person holding themselves out as being authorised by the officers

## Confirming your identity

### Anti-Money Laundering & Countering Financing of Terrorism Act 2009 (AML rules)

AML rules require us to collect and check personal information and report to authorities in certain situations.

You authorise us to collect and use information about you and to make any other enquiries we think appropriate to:

- ▶ confirm information about you is true;
- ▶ undertake due diligence and monitoring as required by AML rules

## 5 What we need from you

By agreeing to work with us, you agree to:

- ▶ tell us everything we need to know, if possible in writing
- ▶ provide information which is true, accurate, complete and not misleading
- ▶ tell us if you change your address, telephone, email address or other contact details
- ▶ provide information or documentation promptly (including all information required by us in order to comply with any legislation of other law governing the provision of our services)
- ▶ tell us if you have any important time limits
- ▶ ask for clarification if you are not sure about anything
- ▶ pay our invoices when due

## 6 What we can't do for you

We do not give:	You should get that information from:
Investment advice	a qualified financial advisor
Insurance advice	your insurance broker
Tax advice	your tax advisor
Advice about foreign laws	We can help you to contact a lawyer in the other country.

### We cannot work for you and the person on the other side of the transaction or dispute

If a conflict of interest arises, we will consult with you and follow the steps set out in the Law Society Rules.

### Where we are helping you with a contentious issue

We cannot assure you of an outcome in litigation or on contentious matters. We will explain to you the risks and issues that may affect the outcome.

## 7 What it costs and how we get paid

### Overview

#### **How our fees are calculated:**

Our fees are based on the time we spend on the Services charged at our hourly rates, and other factors allowed by Law Society Rules.

We will charge our time to meet AML requirements.

Our fees reflect factors such as specialist knowledge, complexity, importance, the value of any property involved, skill/ responsibility, urgency & the results to be achieved.

We will give you an estimate of fees if you ask for one. Special fee arrangements may be available for certain work. Any arrangement will be outlined in writing.

#### **Urgency**

If you ask us to do your work urgently, we will tell you whether this is possible or necessary. Doing work urgently may mean allocating additional team members and/or resources to it and because of that, our charges may increase.

In exceptional cases, we may treat your work as urgent without advising you, if it is in your best interest. You will be charged accordingly.

#### **What our fees do not include and are in addition**

- ▶ Goods and Services Tax (GST)
- ▶ Office expenses
- ▶ Disbursements

#### **Office expenses cover:**

Internal charges such as stationery, postage, phone costs, software charges for AML & photocopying.

#### **Disbursements are:**

Money paid on your behalf that is required to complete the Services for you.

You may be required to pay some of these fees upfront.

Examples include Court filing fees, Council fees for LIM reports, registration costs at LINZ, or travel and accommodation costs.

#### **How we invoice**

We issue accounts for our Services at:

- ▶ regular intervals as work progresses (usually monthly);
- ▶ on completion of the Services;
- ▶ the end of our engagement; and
- ▶ we may also send you an account when significant expenses are to be incurred.

If the work is not completed for any reason, we will still charge for our time for the work that has been completed.

#### **Payment of our invoices**

If we hold funds on your behalf, you authorise us to deduct our fees from those funds.

Accounts are payable within 14 days of receiving the invoice or on the date recorded in the invoice.

#### **What happens if you don't pay**

We charge interest at current credit card rates on any amount that is overdue for payment.

We may suspend work if your account(s) are overdue.

We may pursue its recovery. If we do:

- ▶ you agree we may use and disclose any personal information (as defined in the Privacy Act 2020) for that purpose and that you will pay the full costs of collection.
- ▶ We will keep all files, documents, and funds held on your behalf until all accounts are paid.

## 8 How we deliver our Services to you

### Emails

We may communicate with you and others by email, or on secure software portals. While we have virus detection and internet access security software, we do not accept liability for any damage or loss caused by using that form of communication.

### Trust account

We maintain a trust account for all money we receive from clients (except money received for payment on our invoices).

If we are holding significant money on your behalf, we may deposit the money on interest bearing deposit with a bank. In that case, we will charge an administration fee of 5% of the gross interest earned.

### Retention of files and documents

Our trust account records are stored in electronic form and archived at the end of our engagement.

Paper files, correspondence etc. on any matter can be returned to you or are destroyed after five years.

By engaging us you authorise us to do so.

Deeds and wills are retained indefinitely in our deeds filing system.

## 9 What is important to us

### Confidentiality

Client confidentiality is important to us.

We do not divulge confidential information unless you allow us to do so or it is required by law.

The law says trust auditors and/or professional indemnity insurance underwriters may view your file and information may be disclosed to our bank, Department of Internal Affairs and other organisations handling compliance with the AML rules and tax authorities.

### Your privacy

We value your privacy and the importance of keeping the information we collect from you private. Please see our privacy policy.

### 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 agree to this.

### Copyright

Ownership of the copyright in all documents prepared by us remains with us. They are not to be used by anybody else.

## 10 What can you do if things go wrong or you are not happy

### How to complain

If you have a complaint about the services you have received from our firm, please contact a director at Aspiring Law who is not directly doing your work.

We will work with you to resolve the issue.

If we have been unable to resolve your complaint, you may contact the Law Society.

### Professional Indemnity Insurance

We hold professional indemnity insurance that exceeds the New Zealand Law Society's rules. If you would like further information about our insurance, please ask.

### Lawyers Fidelity Fund

The New Zealand Law Society operates a Lawyers' Fidelity Fund to compensate clients who suffer theft of money or property entrusted to lawyers.

The Fund covers losses of up to NZ \$100,000 per person.

It does not cover loss where you have instructed us to invest money on your behalf (subject to limited exceptions set out in the Lawyers and Conveyancers Act 2006).

## **Our liability to you is limited**

We limit our liability to you.

The maximum total amount that we will have to pay you is the fees charged for the services provided.

We will not have to pay you more than that for anything caused by or resulting from anything we do or do not do, or delay in doing, whether it is contemplated or authorised by any agreement with you.

This limit applies to the extent permitted by law, whatever you are claiming for, and however liability arises or might arise if not for this clause (whether in contract, tort (including negligence), equity, or otherwise).

## **Contact details for the Law Society**

### **The Lawyers Complaints Service**

Phone 0800 261 801

Website [www.lawsociety.org.nz/for-the-community/lawyers-complaints-service/concerns-form](http://www.lawsociety.org.nz/for-the-community/lawyers-complaints-service/concerns-form)

Email [complaints@lawsociety.org.nz](mailto:complaints@lawsociety.org.nz)

### **General queries on the Law Society Rules**

[www.lawyers.org.nz](http://www.lawyers.org.nz)

0800 261 801

