

## **GENERAL Terms and Conditions (prior to signing a legal services agreement)**

Please note that unless alternative arrangements are made the Keil & Associates standard "terms and conditions" are as follows:

1. A one off consultation fee for legal advice with our solicitors is **\$140.00** including GST. This is payable on the day of the consultation and prior to leaving our office and is for your FIRST consultation with us in our office.
2. If you instruct us to represent you in any legal matter and to do work for you then a deposit will be required from you.
3. We may require that you sign a Legal services Agreement containing an estimate of costs prior to us undertaking any work on your behalf;
4. Our standard deposit varies but is usually \$500.00 plus filing fees (if any); however the deposit required will vary depending on the nature and complexity of the work required. Further interim deposits will be required as work progresses.
5. Our cost estimate for the anticipated work to be done will use our prices as advertised on our website; or alternatively if there is no estimate pricing on our website for the type of legal services sought, then our estimate will be provided in a legal services agreement. If there is no estimate given then our hourly rates as advertised on our website are to apply. Please note that all lawyers charge (amongst other things) on the basis of time spent, complexity of the matter and result achieved.
6. Unless you are granted Legal aid or there have been alternative arrangements made for payment, all invoices are due to be paid within 14 Days.
7. If you are instructing us on behalf of a Company, Trust or other Entity you agree to take personal responsibility for the costs of our services.
8. Conveyancing matters – a deposit is not required for conveyancing matters. However if you require us to obtain a LIM report from the City Council you will need to provide us with the LIM application fee. If you are purchasing a property, you will need to arrange for a deposit of our fees and LINZ registration costs prior to settlement.
9. When funds are owing to the firm you will receive weekly automated reminder statements.
10. Unpaid accounts will incur late payment fees and collection costs if we have to instruct a debt collection agency. Our current debt collection Agency is Baycorp. Collection agency fees will be payable in addition to any amount outstanding to us, where your account is referred to a collection agency.

**\*\* By registering** on our website and ticking that you have **"read and accepted the terms and conditions"** at the bottom of the registration page, you acknowledge that you have read and accepted:

- (i) the General terms and Conditions as above, and
- (ii) the terms of our legal services agreement – which will be completed with your personal details and a cost estimate if you instruct us to do work on your behalf, and
- (iii) the standard terms of engagement, and
- (iv) the information for clients form.

## **AGREEMENT FOR LEGAL SERVICES**

Between name and KEIL & ASSOCIATES

Dated

Thank you for contacting us. We will be pleased to act for you in this matter. We enclose some material which sets out:

- a. Information for clients which lawyers are required by the Rules of Conduct and Client Care for Lawyers to provide; and
- b. Our standard terms of engagement.

### **Services to be provided**

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

To be completed

### **Fees**

Where there is no fixed fee agreed the basis on which our fees will be calculated is based on the following hourly rates:

Solicitors:

Christina Keil \$285.00

Kenyon Stirling	\$275.00	Masood Parker	\$260.00
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Support Staff:

\$95.00

Fixed Fee (where appropriate): \$To be completed

Estimate of charges (where appropriate) \$To be completed

To fixed fee and estimate of charges must be added GST and disbursements. Any estimate represents the firm's best estimate of the charges.

**Security Deposit** \$To be completed

\*(See clause 2.6 of Standard Terms of Engagement)

**Credit Limit** \$To be completed

\*(See clause 2.8 of Standard Terms of Engagement):

**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:

\_\_\_\_\_  
Name and Status

\_\_\_\_\_  
Name and Status

We look forward to working with you on this matter.

Per: \_\_\_\_\_  
Keil & Associates

\*If the terms of Keil & Associates Agreement for Legal Services, Terms of Engagement and Information for Clients is acceptable then please sign and complete the client details form below and have your signature witnessed. Your witness will also need to initial the bottom of each page. If a Guarantor is required then please have the Guarantor complete and sign on page 4. Your Guarantor's signature will need to be witnessed and the witness and Guarantor will also need to initial the bottom of each page of this document.

A faxed signed copy is acceptable on the basis that the original will be sent to us as soon as possible. If you orally advise your acceptance or instruct us to proceed, you will in any event be bound by these terms.

TO: KEIL & ASSOCIATES

I have read the Terms set out in Keil & Associates Agreement for Legal Services, with attached Standard Terms of Engagement and Information for Clients and confirm the terms are accepted.

#### CLIENT DETAILS

Name(s):

Physical Address:

Postal Address:

Telephone: Fax:

Mobile: Email:

Registered for GST: Yes/No GST No:

Signed by the Client(s):.....

Date: .....

In the presence of:

Witness name:..... Signature:.....

Date: .....

Witness Address:.....

Witness Occupation:.....

Next of Kin Contact Details

Name:.....

Address:.....

Telephone:.....

Relationship to you:.....

I confirm that I authorise Keil & Associates to make credit inquiries from an appropriate information provider

GUARANTOR DETAILS (Where Applicable)

Name(s):

Physical Address:

Postal Address:

Telephone: Fax:

Mobile: Email:

Registered for GST: Yes/No GST No:

I, confirm that I guarantee payments of all fees and expenses incurred  
by

Signed by the Guarantor(s):.....

Date: .....

In the presence of:

Witness name:..... Signature:.....

Date: .....

Witness address:.....

Witness Occupation:.....

Next of Kin Contact Details

Name:.....

Address:.....

Telephone:.....

Relationship to you:.....

I confirm I authorise Keil & Associates to make credit inquiries from an appropriate information provider.

## **STANDARD TERMS OF ENGAGEMENT**

These Standard Terms of Engagement ("Terms") apply in respect of all work carried out by us for you, except to the extent that we otherwise agree with you in writing.

### **1 SERVICES**

1.1 The services we are to provide for you are outlined in our Agreement for Legal Services.

### **2 FINANCIAL**

#### **2.1 Fees:**

- (a) The fees we will charge or the manner in which they will be arrived at, are set out in our Agreement for Legal Services.
- (b) If the Agreement for Legal Services specifies a fixed fee, we will charge this for the agreed scope of our 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 for us to provide services outside the agreed scope and, if requested, give you an estimate of the likely amount of the further costs.
- (c) Where our fees are calculated on an hourly basis, the hourly rates are set out in our Agreement for Legal Services. The difference 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.
- (d) If you are eligible for, and receive a grant of legal aid you will be bound by the terms of the grant of aid. Work done will be paid by the Ministry of Justice in terms of the grant of aid, on the basis that any amounts paid may be a debt payable by you to the Ministry on completion.



- 2.2 Disbursements and expenses: In providing services we may incur disbursements or have to make payment 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 we will be incurring on your behalf.
- 2.3 GST (if any): Is payable by you on our fees and charges.
- 2.4 Invoices: We will send interim invoices to you usually on a fortnightly or monthly basis depending on the amount of work done and on completion of the matter, or termination of our engagement. We may also send you an invoice when we incur a significant expense. Reminder statements are sent out weekly.
- 2.5 Payment: Invoices are payable within 14 days of the date of the Invoice, unless alternative arrangements have been made with us, and except for conveyancing invoices which are payable in full on or before the date of settlement.

We may require interest to be paid on any amount which is more than seven (7) days overdue. Interest will be calculated at the rate of 5% above our firm's main trading bank's 90-day bank bill buy rate as at the close of business on the date payment became due. Our current Bank is Westpac.

Unpaid accounts will incur late fees and collection costs if we have to instruct a debt collection agency. Our Debt Collection Agency is Baycorp who currently charge 40.35% of the amount owing plus GST and a listing charge (currently \$10.00 plus gst) as their fee but this is subject to change. In the event that any invoice is referred to Baycorp all their fees charged will be payable by you in addition to any amount outstanding.

In the unfortunate event that we need to bring legal proceedings seeking payment of amounts outstanding, and Court Judgment is granted in our favour, then you agree to payment of costs of the proceedings on a solicitor-client scale (actual costs of the proceedings). You also consent to us registering a caveat or charge against any property in which you have a legal or beneficial interest as security for amounts outstanding at the time of filing such proceedings should we deem it necessary.

2.6 Security Deposit: 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 or on your behalf as a deposit; and
- (b) to deduct from any funds held on your behalf in our trust account, paid to you by any third parties, or to your credit in our trust

any fees, expenses or disbursements for which we have sent you an invoice.

2.7 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.

2.8 Credit Limit: You may be allocated a credit limit which will be:

- (a) confidential between you and us (and persons such as Barristers and expert witnesses instructed by us with your consent);
- (b) The total amount that we will allow to be owed to us by you at any time;
- (c) able to be increased or decreased or withdrawn by us at any time;
- (d) where applicable we have the right to make reasonable and confidential credit inquiries from an appropriate information provider. You and a guarantor (where appropriate) will sign an authorisation to permit us to make such enquiries;
- (e) we may stop doing work (and will instruct others to stop doing work) for you if your credit limit is exceeded or if payment is not received by us within seven (7) days of issue of our invoice. We will have no liability for any loss suffered by you if work is stopped for this reason.

- 2.9 Companies and Trusts: If you instruct us on behalf of a Company or Trust or other entity you nevertheless agree to accept personal responsibility for our costs and services.
- 2.10 Guarantor: Where the name of a guarantor is completed in our Agreement for Legal Services, then that person personally guarantees full payment of any amount due to us from you in terms of the agreement.
- 2.11 Joint and Several Liability: If more than one person instructs us then each person will be jointly and severally liable for payment of all fees and charges due to us, including the cost of agents instructed by us on your behalf.
- 2.12 Legal Aid: If you have instructed us to apply for a grant of Legal Aid to cover the costs of our services, and Legal Aid is either not granted, or upon our instructions coming to an end and the matter being concluded, there is a shortfall in the amount of Legal Aid paid, then we reserve the right to seek payment from you on a personal basis in respect of any legal services provided, including the costs of initial attendances and preparation of the Legal Aid Application.

### 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 instructions at any time by notice in writing to the lawyer responsible for your work.
- 4.2 We reserve the right to terminate our services at any time, and we may terminate in any of the circumstances set out in the Law Society's Rules of Conduct and Client Care for Lawyers, on reasonable notice.
- 4.3 If our instructions are terminated you must pay us all fees due up to the date of termination as well as all expenses incurred up to that date.
- 4.4 In the event that our services are terminated while your Court proceedings are on foot, then you hereby consent to us withdrawing as Counsel on the Court Record.

## 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) seven (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 2% of the interest derived.

## 9 LIEN

- 9.1 Where work has been done by us but we have not been paid by you, then you grant us the right to retain the original documents until such time as all outstanding fees, disbursements and other expenses have been paid. Therefore where you decide to instruct another firm you will need to pay all monies due to us before we release your files to the new solicitors.

## 10. GENERAL

- 10.1 These terms apply to any current Agreement for Legal Services, and any future agreement whether or not we have sent you another copy of them.
- 10.2 We are entitled to change these Terms from time to time in which case we will send you amended Terms.
- 10.3 Our relationship with you is governed by the New Zealand Law and New Zealand Courts have non-exclusive jurisdiction.

## **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").

### **1 Fees:**

The basis on which fees will be charged is set out in our Agreement for Legal Services. 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 sent you an invoice.

### **2 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.

### **3 Lawyers' Fidelity Fund:**

The Law Society maintains the Lawyer's Fidelity Funds 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 \$100,000.00. 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 a client.

### **4 Complaints:**

We maintain a procedure for handling any complaints, 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 Christina Keil. She may be contacted as follows:

- By letter to our office address
- By email to [christina@keil-law.co.nz](mailto:christina@keil-law.co.nz)
- By telephoning her at (09) 379 9898

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.

## 5 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 Agreement for Legal Services. Sometimes those persons will not be available (for example, due to illness or work load) to provide Legal Services to you when required. We reserve the right to substitute the persons providing the Legal Services

## 6 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 interest 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