

TERMS OF ENGAGEMENT

Introduction

1. These terms of engagement apply to any engagement by you of us (LangtonHudson, Lawyers), including any future engagement, except to the extent that we otherwise agree with you in writing.
2. If you are engaging us on behalf of your client or a related entity, then these terms will also apply to them.
3. We reserve the right to change our terms of engagement, from time to time. Any revised terms of engagement will be published on our website, and will apply to you in respect of any matters that you continue to instruct us on.

About us

4. We aim to provide a top quality service in all our dealings with our clients. We try to work quickly and efficiently, and we hope you find us friendly and approachable. At the end of the transaction we hope you will think our fee represents good value for money.
5. Our office is open from 8.30am to 5.30pm, Monday to Friday. Our telephones will always be answered if there is somebody in the office outside those hours. If there is nobody in the office, you can leave a message on our voicemail. We can also be contacted on our e-mail address: (first-initial surname @ langtonhudson.co.nz).
6. LangtonHudson, Lawyers is a specialist employment law practice and we will not undertake to provide general legal advice or specialist advice outside employment law, unless we expressly agree otherwise with you within the scope of your instructions to us.

Supervision

7. The Partner responsible for the work carried out for you and for overall supervision of the work will be set out in our letter of engagement.
8. Other fee-earners may perform work on your instructions for various reasons including:
 - a. to ensure deadlines are met;
 - b. to minimise your costs;
 - c. so that work is performed by solicitors with the most appropriate level of skill and experience.

Timing

9. The nature of legal work, particularly court work, often makes it difficult to estimate precisely how long something will take to complete. We do attempt to meet timescales indicated to you - preferably to beat them - and always to deal with everything quickly and efficiently.

Fees

10. We will charge a fee that is fair and reasonable for the value of the services provided. In determining our fee, we will take into account the hourly rates of the lawyers and staff involved. Our current hourly rates (in NZD) are:
 - a. Partner \$600 - 850
 - b. Senior Associate \$400 - 600
 - c. Associate \$250 - 400
 - d. Law Clerk \$100 - 150
11. Our charge out rates may change from time to time without notice. They are generally reviewed on 1 April each year. Such review may result in an increase in charge out rates with effect from 1 April. Any new rate will be recorded in the memorandum of attendances attached to the relevant invoice.
12. In determining the fee, we may also take into account other factors permitted by the NZ Law Society's Rules of Conduct and Client Care for Lawyers Rules of Conduct, such as the skill, specialised knowledge, and responsibility required to perform the services properly, the importance of the matter and the results achieved, urgency, the complexity of the matter, the degree of risk assumed (including the value or amount involved) and the fee customarily charged for the type of services provided. We can provide an estimate of likely fees on request, but any estimate is a guide only and not a fixed quotation.
13. GST at 15% is payable on all fees. It is also our practice to charge 2% of total fee per invoice for general office-related expenses such as file set-up, telecoms charges, printing and photocopying. Other disbursements such as court fees, courier charges, binding or copying costs charged by an external provider and travelling expenses will be charged and itemised separately.
14. Where we are asked to provide a letter to your auditors, a fee will be charged by us to you for this service. The fee is \$350 plus GST, but we may charge more than this depending on the time taken to prepare the letter.
15. Where we have an arrangement with you that we will address the invoice to another entity, you will remain responsible for the payment of that invoice if it is not paid by the other party within the timeframe agreed on.
16. If we act on your behalf in connection with a court action, you are liable for our fees and for disbursements whether or not you are successful. If you are partly or wholly successful, it may be possible to recover costs from your opponent (although in practice only a small proportion of your costs are likely to be recoverable). If you are unsuccessful in your claim, the court will require you to pay an amount towards your opponent's costs.
17. Our practice is to invoice at regular intervals. Generally this will be monthly (unless otherwise agreed), but we may invoice you at other appropriate times, including if there is a 'natural pause'. Please let us know if you prefer to be invoiced monthly.
18. Payment is due within 14 days of the date of account (unless otherwise agreed). If any invoice is not paid by due date, we may choose not to do any further work for you. If payment is not made, you will be liable for any costs we or our agents incur in recovering the outstanding payment(s).
19. We retain your files and other documents until such time as all outstanding monies are paid to us.
20. We may require interest to be paid on any amount which is more than seven days overdue. Interest will be calculated at the rate of 5% above our main trading bank's commercial unsecured overdraft rate from the date payment became due until the overdue amount is paid in full together with all interest charged under this clause.

Holding client money

21. We do not run a trust account, and therefore we do not hold client money on account. For this reason, if we incur fees on your behalf (for example barrister's fees) you may be sent a separate disbursement note so that the fee can be paid.

Retention of files and documents

22. We will retain files and documents for 7 years, after which time we may destroy them, unless otherwise agreed with you in writing. We may store those files and documents in either hardcopy or electronic format, at our offices or another location. We may choose to use external data storage facilities and cloud service providers either within or outside New Zealand. We will take care in selecting which external provider to use, but are not liable for any loss or damage caused by the external provider.

Email communication

23. If you provide us with an e-mail address, then information may be relayed to you by email.
24. We will from time to time send you information, such as client newsletters, updates, function invites, information about our services, and other material that we consider may be relevant to you. These may be sent in electronic form to the e-mail address provided by you. Unless you tell us otherwise, we will assume you agree to receive this information. If you do not wish to receive this information, please let us know.

Copyright

25. We retain ownership of copyright and all other intellectual property rights in the papers and documents that we produce for you (or your clients or related entities) in the course of carrying out our engagement. However, you (or they) will be entitled to use the documents for the purposes for which they were produced as our licensee subject to payment of our fees.

Privacy

26. You authorise us to collect, store, use and disclose your personal information for the purposes of carrying out your instructions, and/or our services to you, and for any reasonable related purpose.
27. We will not disclose, use or share any confidential information obtained from you to any other person outside our firm without your instructions and/or consent, unless required by law.
28. We will comply with all applicable laws, including the Privacy Act 2020, when we collect, use or disclose personal information about you. If you require access to your information, please contact the Partner responsible for your file.

Use of technology and professional responsibility

29. We may from time to time use a range of technologies to support the efficient delivery of legal services, which may include tools incorporating artificial intelligence. Such technologies may be used for purposes such as recording meetings and phone calls, research, drafting, summarising, and document management and analysis. But we will remain fully responsible for the quality, accuracy and integrity of the legal advice we provide.
30. We will ensure that the technology we choose to use is secure, or if the technology takes and shares information with third parties then we will ensure it only has access to anonymised information.

Termination

31. We may terminate our retainer in any of the circumstances set out in the NZ Law Society's Rules of Conduct and Client Care for Lawyers.
32. If our retainer is terminated you must pay us all fees due up to the date of termination and all expenses incurred up to that date.

Professional Rules

33. Like all New Zealand solicitors, we are members of the New Zealand Law Society and subject to its professional rules at all times. We draw your attention to the following:

Client care and service information

- a. Every person (corporate or individual) instructing a New Zealand lawyer is entitled to a minimum standard of care and service in respect of those instructions. In particular a lawyer 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 or call 0800 261 801.

Professional indemnity insurance and fidelity fund

- b. We hold professional indemnity insurance that meets or exceeds standards specified by the Law Society, except that in respect of claims arising from USA and/or Canada our excess as a percentage of insurance cover is more than the Law Society's indemnity limit. Our liability to you and your clients (and any related party or third-party beneficiary) will be limited to, and will not exceed, the amount of our professional indemnity insurance cover, being:
 - i. NZD3.6 million for one claim; and
 - ii. NZD3.6 million in aggregate for more than one claim,where the dollar amounts set out above are inclusive of interest and costs and any GST if applicable.
- c. The Lawyer's Fidelity Fund also provides a limited form of cover up to specified maximums in certain circumstances, generally excluding investment monies.

- d. For the purposes of any claim against us, as defined in the Limitation Act 2010, arising directly or indirectly in connection with our engagement or the services that we provide to you (and/or your clients or related entities), that Act is modified so that any claim must be filed within 12 months after the date of the act or omission on which the claim is based. In addition, the “late knowledge” provisions in sections 11(2), 11(3), 14 and 32(2) of that Act do not apply. The 12-month time period applies whether or not loss or damage has become apparent or has been suffered within that time period.
- e. We are only qualified to advise on New Zealand law. Our work is limited to the New Zealand jurisdiction only. We do not accept any responsibility in relation to your (or your clients’ or related entities’) legal position under foreign law.

Conflict of interests

- f. We cannot act for two or more parties if they have conflicting interests. If any unforeseen conflict of interest or potential conflict of interest is identified, we will let you know, with a view to discussing with you suitable procedures for dealing with the conflict.

Confidentiality

- g. Solicitors are under a professional obligation to hold information about your business and affairs in strict confidence. There are limited occasions when information can be disclosed (including if you have authorised the disclosure, disclosure is required by law or the court, or the information has become public knowledge).

Problem Resolution

- 34. By instructing us and therefore accepting these terms of engagement, you agree (on your behalf, and your clients’ and related entities’ behalf) that any complaint or dispute that might arise in relation to these terms, our services, or any other agreement that we may have or enter into with you, will be governed by New Zealand law, and subject to the exclusive jurisdiction of the New Zealand courts.
- 35. We hope that you will not encounter any problems in your client relationship with us. If you do have any concerns, you should refer these to the Partner responsible for the firm’s relationship with you. If you have any concerns or complaints that you prefer not to raise with that Partner, please contact one of the other Partners referred in the firm. We will attempt to resolve any issues as soon as possible.
- 36. In the unlikely event the problem cannot be resolved between us, you have a right to complain to the NZ Law Society’s Lawyers’ Complaints Service (0800 261 801).

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