

Nathan Family Law - Terms of Engagement

Services

The services we are able to provide for you are outlined in our engagement letter.

All service provided is on the basis of time and attendance and are in no manner affected nor based on outcome nor on desirability of outcome.

Your Contact Details

You agree to provide us your full contact details and allow us to hold a digital copy of your photo ID supplied by you at start of our engagement on the form provided. You will notify us of any changes, including but not limited to; changes in mobile or phone number, physical address, address for notices, email address, facsimile number during our engagement and until all accounts are fully paid. You will be liable for any loss incurred by us as a result of your failure to comply with this clause.

All invoices and other communications (whether physical or electronic) sent by us to you will be deemed to have been delivered if they have been sent current address we have for you on file.

Fees

The fees we will charge or the manner in which they will be arrived at are set out in our engagement letter.

If the engagement letter 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 request, give you an estimate of the likely amount of the further costs.

When our fees are calculated on an hourly basis, the hourly rates are set out in our engagement letter. Time spent is recorded in 6 minute units with time rounded up to the next unit of 6 minutes.

GST (if any) is payable by you on our fees and charges.

Disbursements and Expenses

In providing services we may incur disbursement or have to make payments 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.

Legal Aid - <https://www.justice.govt.nz>

The provision of legal aid may be provided at the discretion of the Ministry of Justice on the terms that they state as either a grant or as loan that may require you to make repayment.

If repayment is agreed as a condition of grant of *Legal Aid* you agree to make repayment to *Legal Aid* in accordance with their terms and conditions. Should an Application for *Legal Aid* be unsuccessful, or you do not comply with any

conditions on your grant of *Legal Aid*, you will be bound by the above payment terms and you will be charged for all work done, and payments made, on your behalf.

Invoices

We will send interim invoices to you, usually monthly and on completion of the matter, or termination of our engagement. We may also send you an invoice when we incur a significant expense.

Payment of Accounts

Invoices are payable within 14 days of the date of the invoice by deposit of cleared funds to our BNZ account in NZ dollars, unless alternative arrangement have been made with us and confirmed in writing prior to issue of invoice.

Failed Payment and Consequences of Default

Definition of Failed Payment is if we have not received payment of your invoice in full by the due date of that invoice either because you failed to make payment to our account or your payment failed or if your bank reverses a payment.

In the event of a Failed Payment as defined above the following costs may be added to the outstanding balance;

- A. All additional costs are due 7 days from invoice regardless of payment terms agreed on original service invoice(s)
- B. Any and all discounts offered at time of invoice are agreed to be expired and are to be invoiced as new costs payable 7 days from new invoice date.
- C. \$50 One off Administration cost.
- D. \$30 for each Failed Payment follow-up letter or email
- E. \$30 plus \$1.50 per minute for each follow up phone call including message left on voicemail.
- F. Disbursements for courier, documents serving and any other related costs.
- G. Interest on all outstanding balance of 2% per calendar month or part thereof chargeable at end of each calendar month payable by 7th of following month.

Debt Collection Costs

If the invoiced amounts including administration costs, follow-up costs and interest remain unpaid 14 days after due date of invoice or 7 days after reminder sent we have the right to initiate debt collection proceedings without further notice with all related costs of such actions being added to the amount that you owe.

Additional costs may include;

- A. Any and all overdue amounts may be passed to a debt collection agency for collection plus a Debt Management Fee.
- B. Debt Management Fee of \$50 plus 10% of the balance owed may be added plus the costs of debt collection as levied by the debt collection agency are added to the amount owed by you including any field visits advised by the debt collection agency.
- C. If court proceeding follow then court costs plus disbursements and our labour at the normal rate to



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prepare and to attend court proceedings or hearings is added to the amount that you owe.

- D. Payment of the original service invoices after debt collection action has been commenced does not remove the obligation to pay the debt collection costs in full.

Disputes

Any dispute that you may have must be raised in writing to us within seven (7) days of service delivery.

- A. If an amount is in dispute, then we shall quantify the amount represented by the dispute and accept that this amount is not payable until the dispute is settled.
- B. If an amount is in dispute and other amounts are owing then you agree, these sums will be paid by the due date of their invoice.
- C. For any dispute raised by you in writing prior to due date of the invoice we shall quantify the amount and raise a credit note and a new invoice which will both be for The Dispute Amount.
- D. This invoice for The Dispute Amount shall be due 7 days after resolution of the Dispute.
- E. It is agreed that you will settle the balance of the account being the total due less the credit note for the Dispute Amount by the original due date of the invoice.
- F. For any dispute raised by you after the Due Date of the invoice then it is agreed that the invoice be paid in full and that after the dispute is resolved a credit is raised against future service or if mutually agreed or a refund offered entirely at the our discretion.
- G. No interest will be chargeable on such a credit.
- H. For any Dispute raised we will provide written confirmation with 5 business days and set a meeting during business hours in our office or a café selected by us in Wellington or Lower Hutt or Petone or other mutually agreed location within 7 days as a Dispute Resolution Meeting.
- I. You may bring a support person to the Dispute Resolution Meeting provided that our conditions are met including notice to us of their name and statement of their role.
- J. It is agreed that we and you will attend the Dispute Resolution meeting in good faith with the intention to resolve the Dispute and sign a record of the resolution if we can reach agreement.
- K. If the Disputed is not resolved at the Dispute Resolution Meeting and the amount is within the jurisdiction of the Disputes Tribunal then we both agree that the Dispute will be heard at the Disputes Tribunal of the Wellington or Lower Hutt District Court and that both parties will be bound by that ruling
- L. The cost of the hearing will be met by you by addition of the amount to the outstanding account.
- M. We will lodge the hearing at the Disputes Tribunal and provide notice to you with 7 days of lodgment.
- N. You will be notified of the hearing place, date and time by the Ministry of Justice.

Confidentiality

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 to enable us to carry out your instructions and/or to the extent required by law or by the Lawyers and Conveyancers Act 2006, including the Rules of Conduct and Client Care for Lawyers.

Termination

You may terminate our retainer at any time. We may terminate our retainer in any of the circumstances set out in the Rules of Conduct and Client Care for Lawyers. 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. When you pay your account, you have the right to uplift your file. Until your account is paid, we have the right to keep any property in our possession (including your file). This is called a solicitor's lien.

Retention of files and documents

You authorize 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) 7 years after our engagement ends, or earlier if we have converted those files and documents to an electronic format.

Conflicts of Interest

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 Rules of Conduct and Client Care for Lawyers.

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 expressly agree to this.

General

If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired

Any failure or inconsistency by us to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect our right to subsequently enforce that provision.

These terms apply to any current engagement and also to any future engagement, whether or not we send you another copy of them. We are entitled to change these Terms from time to time, in which case we will send you amended Terms. Our relationship with you is governed by New Zealand law and New Zealand courts and have non-exclusive jurisdiction.