



## Terms of Engagement and Client Care – Effective 1 April 2023

Thank you for choosing to instruct SBM Legal. We are delighted to be acting on your behalf. This letter sets out how we will endeavour to meet your legal needs.

### Client Care Charter – Our Commitment to You

We are committed to doing our best to ensure that your legal needs are fully satisfied. In particular, we will:

- 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.
- Act competently, in a timely way, and in accordance with instructions received and arrangements made.
- Provide you with information about the work to be done, who will do it and the way the services will be provided.
- Protect your privacy and ensure appropriate confidentiality.
- Treat you fairly, respectfully and without discrimination.
- Give you clear information and advice.
- Keep you informed about the work being done and advise you when it is completed.
- Charge you a fee that is fair and reasonable and let you know how and when you will be billed.
- 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 the justice system. If you have any questions, please contact us on 09 520 8700 or at [www.sbmlegal.co.nz](http://www.sbmlegal.co.nz) or the Law Society on 0800 261 801 or [lawsociety.org.nz](http://lawsociety.org.nz).

### People Responsible for Your Work

The person who will be primarily acting on your behalf, and the supervising partner will be confirmed prior to (or if not possible, at) our first meeting. However, if you have any concerns or questions, you are welcome to contact any of the partners at any time.

### The Basis of our Charges

Unless agreed otherwise our fees are based on the range of factors outlined by the NZ Law Society, including time, expertise, importance, urgency and results achieved. Our current hourly rate(s) are:

Partners	-	\$520 - \$595 per hour
Special Counsel	-	\$470 - \$500 per hour
Senior Associates	-	\$400 - \$495 per hour
Associates/Consultants	-	\$340 - \$380 per hour
Staff Solicitors	-	\$250 - \$330 per hour

These rates may change from time to time, and a full list of the specific rate of any lawyer working for you is available at any time.

We also charge an estimated fee for standard disbursements (photocopying, postage, printing, etc) and the actual costs of large one-off disbursements (court fees, registrations, duties/levies etc) as well as travel expenses incurred on your behalf. These will be itemised separately, and we will notify you if any fees or disbursements need to be paid for in advance.

You will also be charged GST at the rate required by law unless you are zero rated or exempt.

We are happy to discuss other fee arrangements that you may prefer, such as fixed fees, conditional fees and retainers.

### Billing Arrangements

We issue interim accounts, usually monthly, while work is in progress, with a final bill on completion. Current payment terms are set out on invoices from time to time, and unless otherwise stated are due for payment within 7 days. Unless you direct otherwise, you agree that we may deduct from funds held on your behalf any fees, disbursements or expenses for which we have provided an invoice.

To ensure that our service to you continues, it is essential that you pay your bills promptly. If a bill is not paid by the due date we may be unable to continue to act as your lawyers. In the unlikely event that this happens, we will notify you that we intend to stop acting for you. You will continue to be responsible for paying our charges for the work we have done for you and the expenses we have incurred.

If your bill remains unpaid more than 30 days after the due date, we reserve the right to charge interest at the current bank overdraft rate until the bill is paid. You will be responsible for all legal and other costs that we incur through recovering or attempting to recover your debt to us. We also reserve the right to retain your papers and files until all accounts are paid.

**Estimate**

We are happy to provide an estimate of our costs and disbursements upon request. This will be provided separately.

**Professional Indemnity Insurance & Fidelity Fund**

We hold professional indemnity insurance that meets or exceeds standards specified by the Law Society. The Lawyers' Fidelity Fund also provides a limited form of cover up to specified maximums in certain circumstances, generally excluding investment monies.

**Complaints**

If you have any concerns or complaints that you prefer not to raise with the author involved or the partner supervising your file, please contact Penny Swarbrick who is the partner charged with investigating complaints. We are committed to resolving any issues as soon as possible.

You can also contact the NZ Law Society's Lawyers' Complaints Service, at 26 Waring Taylor Street, PO Box 5041, Wellington 6145, Tel (04) 472 7837 or (0800) 261 801, Fax (04) 473 7909.

**Email**

As emails are not always secure, or may have defects (such as viruses), we do not accept responsibility and will not be liable for any damage or loss caused by an email that is intercepted, or has a virus or other defect.

**Your Files and Information After the Work Is Completed**

When we have completed the work you have instructed us to do, SBM Legal will keep all papers or files that relate to that work for at least seven years, unless you tell us otherwise. By instructing us to act as your lawyers, you authorise us to destroy those papers or files seven years after the date of our final bill. This does not include any documents that you have given us for safekeeping: we will hold those documents until you tell us otherwise.

**Ending your Relationship with SBM Legal**

If at any point you would like to end your relationship with us, you can do this by notifying us in writing. We will then send you a bill for our fees and expenses up to that date.

**What Law Governs These Terms?**

These terms and any other agreement we have with you are governed by New Zealand law and are subject to the exclusive jurisdiction of the New Zealand Courts.

You may not assign or transfer any rights or obligations under these terms or any other agreement that we have with you.

**Acceptance of Terms of Engagement**

By instructing us to provide you with legal services you are deemed to have accepted these terms of engagement.

**Conclusion**

We value your instructions and look forward to working with you. We also look forward to an ongoing relationship with you, so please retain this letter as the core basis of our relationship and our commitment to you to attend to your affairs diligently, with an efficient, effective and professional service.

**The Partners**  
**SBM Legal**