

TERMS OF ENGAGEMENT
(Family Legal Advice Service)

Thank you for contacting us. We are pleased to act for you in this matter. We enclose some material which includes information for clients which lawyers are required to provide by the Rules of Conduct and Client Care for Lawyers.

1. Fees

You are eligible for the *government funded* Family Legal Advice Service. This is a limited service available for some Family Law matters. You must let the Legal Services Commissioner know if there is any change in your contact details, employment status, family circumstances or financial details.

2. Responsibility for your file

The lawyer who has overall responsibility for your file is [*name*]. From time to time, another lawyer or staff member in the firm may need to do work for you.

3. Services that we provide

The following services are available under the Family Legal Advice Service scheme:

- Checking whether you are eligible for the Service
- Meeting with you to discuss your Family Law dispute
- Explaining the Family Justice System process to you, including Family Dispute Resolution, so that you understand your legal rights, responsibilities and options
- If applicable, advising you of the steps for commencing (or responding to) and pursuing proceedings in the Family Court
- If applicable, advising you of the types of directions and orders the Family Court may make in relation to your dispute
- If applicable, assisting you to complete an originating application and affidavit (or notice of response and affidavit)

4. Services that we do not provide

The Family Legal Advice Service is a limited service. Unless we expressly agree with you otherwise, we will not:

- Represent you at Family Dispute Resolution or in the Family Court
- Communicate with third parties on your behalf
- Prepare or advise you on any written agreements regarding your dispute
- Advise you about or assist in any way in the resolution of secondary disputes
- Serve or receive service of any documents on your behalf

Our involvement will end if final agreement is reached or once we have helped you draft an application and affidavit (or notice of response and affidavit), whichever is the earlier.

Please note: *If your matter goes to the Family Court you may be eligible for legal representation for part of the Court process. You may be eligible for a separate government grant called Legal Aid from that time.*

Standard terms of engagement

Note: (Lawyers should provide either their own standard terms of engagement in conjunction with the above terms or alternatively include the following)

5. Further Limitations on our Obligations or Liability

[If you propose to limit your obligations or liability, include this heading and set out particulars of the limitation.]

6. 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 or desirable to enable us to carry out your instructions or;
- to the extent required by law or by the Law Society’s Rules of Conduct and Client Care for Lawyers;
- personal information such as contact details to the extent required by the Family Justice Resolution Management System (RMS). This system may be accessed by other Family Justice Service Providers (such as counsellors, Family Dispute Resolution Providers, court staff and other lawyers).

By instructing us to act for you please note that you are consenting to disclosure of your information in these circumstances.

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. We will of course, not disclose to you confidential information which we have in relation to any other client.

7. Termination

You may terminate our retainer at any time. We may terminate our retainer in any of the circumstances set out in the Law Society’s Rules of Conduct and Client Care for Lawyers.

8. Retention of files and documents

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

9. 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 Law Society’s Rules of Conduct and Client Care for Lawyers.

10. 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.

11. General

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 our amended Terms. Our relationship with you is governed by New Zealand law and New Zealand courts have non-exclusive jurisdiction.

Signature:

Date:

Name:

INFORMATION FOR CLIENTS

This information is required by the Rules of Conduct and Client Care for Lawyers of the New Zealand Law Society (Law Society).

1. **Fees:**

This is a government funded service and administered through the Ministry of Justice by the Legal Services Commissioner.

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.*
- *Particulars of our professional indemnity insurance are as follows:*
.....
- *We do not hold professional indemnity insurance.*
[Omit two of the above]

3. **Lawyers' Fidelity Fund:**

The Law Society maintains the Lawyers' Fidelity Fund 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. 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 the client.

4. **Complaints:**

We maintain a procedure for handling any complaints by clients, 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 *[insert the name of the person who will be handling complaints for your practice]*.¹ He/she may be contacted as follows:

- by letter;
- by email at *[insert email address]*;
- by telephoning him/her at *[insert phone number]*.

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 a Legal Standards Officer who can provide information and advice about lodging a concern or making a complaint. Alternatively, you can fill in a concerns form or a complaints form on the Law Society's website at www.lawsociety.org.nz.

5. **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 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.*
- *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**.

¹ *This will need to be varied to suit the arrangements which the firm has in place. In the case of a lawyer in sole practice, an appropriate procedure might be for the complaint to be considered by a lawyer in another law firm.*