The Migrationist

# TERMS OF ENGAGEMENT

## 1 General

1.1 These Standard Terms of Engagement (Terms) apply to any current engagement and to any future engagement, whether 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 have exclusive jurisdiction.

1.2 By you engaging our services or continuing to instruct us after receiving or being notified of these Terms of Engagement, and by us providing work, services or representation, you agree to and are deemed to immediately accept the terms and conditions as set out below (unless we receive written notice from you otherwise and such change is expressly agreed to by us in writing).

1.3 No waiver by us of a breach of any Terms of Engagement will be deemed to be a waiver of any other term or subsequent breach.

1.4 These Terms of Engagement constitute the entire understanding between you and us.

## 2 Services

2.1 The services we are to provide for you (the Services) are outlined in our letter of engagement along with any further instructions that you provide to us in writing (or that we record in writing).

2.2 In order to provide you with efficient advice and services and to provide the most cost-effective service, it may be that part or all of your instructions will be delegated to other professionals in our firm.

## 3 Communications

3.1 We will obtain from you contact details, including email address, postal address and telephone numbers. We may provide documents and other communications to you by email (or other electronic means). You will advise us if any of your contact details change.

3.2 We will report to you on the progress of any engagement following any major steps and will inform you of any material and unexpected delays, significant changes or complications in the work being undertaken. You may request a progress report at any time.

You agree that we may provide you from time to time with other information that may be relevant to you, such as newsletters and information bulletins. At any time, you may request that this not be sent to you.

## 4 Financial

4.1 **Fees**: The basis upon which we will charge our fees is set out in our engagement letter.

a If the engagement letter specifies a fixed fee, we will charge this for the agreed scope of the Services. Work which falls outside that scope may be charged on an hourly rate or fixed fee basis. We will advise you as soon as reasonably practicable if it becomes necessary for us to provide services outside of the agreed scope and, if requested, give you an estimate of the likely amount of the further costs.

b Where our fees are calculated on an hourly basis, the hourly rates of the people we expect to undertake the work are set out in our engagement letter. Any differences in those rates reflect the different levels of experience and specialisation of our professional staff. Time spent is recorded in six-minute units.

c Hourly fees may be adjusted (upwards or downwards) to ensure the fee is fair and reasonable to take into account matters such as the complexity, urgency, value and importance of the Services. Full details of the relevant fee factors are set out in Rule 9 of the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008 (Rules).

4.2 **Disbursements and Third-Party Expenses:** In providing the Services we may incur disbursements and payments to third parties on your behalf. You authorise us to incur these disbursements (which may include such items such as Immigration New Zealand application fees and travel and courier charges) which are reasonably necessary to provide the Services. You also authorise us to make payments to third parties on your behalf which are reasonably required to undertake the Services (which may include items such as translation costs or Immigration New Zealand application fees). These will be included in our invoice to you, shown as “disbursements” when the expenses are incurred (or in advance when we know we will be incurring them on your behalf).

4.3 **Service Charge Fee:** In addition to disbursements, we may charge a fee to cover out of pocket costs which are not included in our fee, and which are not recorded as disbursements. These include items such as photocopying and printing, postage and phone calls. Please refer to the fee table below:

| Total Lega Fee | Service Charge (GST Exclusive) |
|---|---|
| $0.00 - $1999NZD | $100 |
| $2000 - $3999NZD | $150 |
| $4000 - $5999NZD | $200 |
| $6000 - $10,000NZD | $250 |
| $10,000NZD & above | $350 |

4.4 **GST**: Our services will usually attract Goods and Services Tax (GST). If this is the case, GST is payable by you on our fees and charges.

4.5 **Invoices**: We will send interim invoices to you based on the stages of your matter with us, and on completion of the matter, or termination of our engagement. We may send you invoices more frequently when we incur a significant expense or undertake a significant amount of work over a shorter period.

4.6 **Payment**: Invoices are payable within 3 working days of the date of the invoice, unless alternative arrangements have been made with us.

a If you have difficulty in paying any of our accounts, please contact us promptly so that we may discuss payment arrangements.

b If your account is overdue we may:

i require interest to be paid on any amount which is more than 14 days overdue, calculated at the rate of 3 % above the overdraft rate that our firm's main trading bank charges us for the period that the invoice is outstanding.

ii stop work on any matters in respect of which we are providing services to you;

iii require an additional payment of fees in advance or other security before recommencing work;

iv recover from you in full any costs we incur (including on a solicitor/client basis) in seeking to recover the amounts from you, including our own fees and the fees of any collection agency.

c Payment may be made by credit card and/or bank transfer.

4.7 **Security for fees and disbursements**: We may ask you to provide credit card details or other documents as security for our fees and expenses. We may do this, on reasonable notice, at any time.

4.8 **Estimates:** You may request an estimate of our fee for undertaking the Services at any time. If possible we will provide you with an estimate (which may be a range between a minimum and a maximum amount or for a particular task or step). An estimate is not a quote. Any significant assumptions included in the estimate will be stated and you must tell us if those assumptions are wrong or change. We will inform you if we are likely to exceed the estimate by any substantial amount. Unless specified, an estimate excludes GST, disbursements and expenses.

4.9 **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, you remain responsible for payment to us in accordance with these Terms if the third party fails to pay us.

## 5 Confidentiality and Personal Information

5.1 **Confidence:** 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 as expressly or impliedly agreed by you; or

c as necessary to protect our interests in respect of any complaint or dispute; or

d to the extent required or permitted by law.

5.2 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.

5.3 **Personal information and Privacy:** In our dealings with you we will collect and hold personal information about you. We will use that information to carry out the Services and to make contact with you about issues we believe may be of interest to you. Provision of personal information is voluntary but if you do not provide full information this may impact on our ability to provide the Services.

5.4 Subject to clause 5.1, you authorise us to disclose, in the normal course of performing the Services, such personal information to third parties for the purpose of providing the Services and any other purposes set out in these Terms.

5.5 We may disclose your name and address to third parties such as credit agencies to perform a credit reference or to undertake credit management or collection processes if it is reasonable to do so.

5.6 The information we collect and hold about you will be kept at our offices and/or at secure file storage sites (including electronic file storage sites) elsewhere. If you are an individual, you have the right to access and correct this information. If you require access, please contact our Principal Lawyer, Ramya Sathiyanathan.

5.7 **Verification of identity:** The Financial Transactions Reporting Act 1996 requires us to collect from you and to retain information required to verify your identity. We may therefore ask you to show us documents verifying your identity (such as a passport or driver's licence). We may retain copies of these documents. We may perform such other customer verification checks as to your identity and checks as to the source of any funds associated with any transaction to which the Services relate as we consider to be required by law.

5.8 **Compliance:** Please refer to section 7 'Compliance' regarding information that may be required to be provided to third parties.

## 6 Documents, Records and Information

6.1 We will keep a record of all important documents which we receive or create on your behalf on the following basis:

a We may keep a record electronically and destroy originals (except where the existence of an original is legally important such as in the case of wills and deeds).

b At any time, we may dispose of documents which are duplicates, drafts or which are trivial (such as emails which do not contain substantive information), or documents which belong to us.

c We are not obliged to retain documents or copies where you have requested that we provide them to you or to another person and we have done so, although we are entitled to retain copies for our own records if we wish to do so.

6.2 We will provide to you on request copies or originals (at our option) of all documents to which you are entitled under the Privacy Act 1993 or any other law. We may charge you our reasonable costs for doing this.

6.3 Where we hold documents that belong to a third party you will need to provide us with that party's written authority to uplift or obtain a copy of that document.

6.4 Unless you instruct us in writing otherwise, you authorise us and consent to us (without further reference to you) to destroy (or delete in the case of electronic records) all files and documents in respect of the Services 7 years after our engagement ends (other than any documents that we hold in safe custody for you or are otherwise obliged by law to retain for longer). We may retain documents for longer at our option.

6.5 We may, at our option, return documents (either in hard or electronic form) to you rather than retain them. If we choose to do this, we will do so at our expense.

6.6 We own copyright in all documents or work we create in the course of performing the Services but grant you a non-exclusive licence to use and copy the documents as you see fit for your own personal or commercial use. However, you may not permit any third party to copy, adapt or use the documents without our written permission.

## 7 Compliance

7.1 We are obliged to comply with all laws applicable to us in all jurisdictions, including (but not limited to):

a Anti-money laundering (AML) and countering financing of terrorism (CFT) laws; and

b Laws relating to tax and client reporting and withholdings.

7.2 We may be required to undertake customer due diligence on you, persons acting on your behalf and other relevant persons such as beneficial owners and controlling persons. We may not be able to begin acting, or to continue acting, for you until that is completed.

7.3 To ensure our compliance and yours, we may be required to provide information about you, persons acting on your behalf or other relevant persons to third parties (such as government agencies). There may be circumstances where we are not able to tell you or such persons if we do provide information.

7.4 Please ensure that you and/or any of the persons described previously are aware of and consent to this. It is important to ensure that all information provided to us is accurate. If the information required is not provided, or considered by us to be potentially inaccurate, misleading, or in contravention of any law, we may terminate or refuse to enter into an engagement.

## 8 Conflicts of Interest

8.1 We are obliged to protect and promote your interests to the exclusion of the interests of third parties and ourselves as set out in the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008 (Rules). This may result in a situation arising where we have a conflict of interest.

8.2 We have procedures in place to identify and respond to conflicts of interest or potential 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. This may mean we cannot act for you further in a particular matter and we may terminate our engagement.

## 9 Duty of Care

9.1 Our duty of care is to you and not to any other person. We owe no liability to any other person, including for example any directors, shareholders, associated companies, employees or family members unless we expressly agree in writing. We do not accept any responsibility or liability whatsoever to any third parties who may be affected by our performance of the Services or who may rely on any advice we give, except as expressly agreed by us in writing.

9.2 Our advice is not to be referred to in connection with any prospectus, financial statement, or public document without our written consent.

9.3 Our advice is opinion only, based on the facts known to us and on our professional judgement, and is subject to any changes in the law after the date on which the advice is given. We are not liable for errors in, or omissions from, any information provided by third parties.

9.4 Our advice relates only to each particular matter in respect of which you engage us. Once that matter is at an end, we will not owe you any duty or liability in respect of any related or other matters unless you specifically engage us in respect of those related or other matters.

9.5 Unless otherwise agreed, we may communicate with you and with others by electronic means. We cannot guarantee that these communications will not be lost or affected for some reason beyond our reasonable control, and we will not be liable for any damage or loss caused thereby.

## 10 Limitations on our Obligations or Liability

10.1 To the extent allowed by law:

10.2 Our aggregate liability to you (whether in contract, tort, equity or otherwise) in connection with our Services is limited to the amount paid by you to our firm in relation to legal services. Our firm does not hold professional indemnity insurance.

10.3 In no circumstances will we be liable to you for indirect consequential or special losses of any kind.

10.4 You may not commence any action against us more than one year after that cause of action has arisen.

## 11 Termination

11.1 You may terminate our retainer at any time.

11.2 We may terminate our retainer in any of the circumstances set out in the Rules including the existence of a conflict of interest, non-payment of fees, and failure to provide instructions.

11.3 If our retainer is terminated you must pay us all fees, disbursements and expenses incurred up to the date of termination.

## 12 Feedback and Complaints

12.1 Client satisfaction is one of our primary objectives and feedback from clients is helpful to us. If you would like to comment on any aspect of the service provided by us, including how we can improve our service, please contact Ramya Sathiyanathan, the Principal Lawyer at the Migrationist.

12.2 If you have any concerns or complaints about our services, please raise them as soon as possible with the person to whom they relate. They will respond to your concerns as soon as possible. If you are not satisfied with the way that that person has dealt with your complaint, please raise the matter with Ramya Sathiyanathan, the Principal Lawyer at the Migrationist. We will inquire into your complaint and endeavour in good faith to resolve the matter with you in a way that is fair to all concerned.

12.3 If you are not satisfied with the way we have dealt with your complaint the New Zealand Law Society has a complaints service to which you may refer the issue. You can call the 0800 261 801 for guidance or email the New Zealand Law Society on complaints@lawsociety.org.nz to make a formal complaint.

## 13 Use of Artificial Intelligence Tools

13.1 We may use artificial intelligence (AI) tools to assist in the delivery of legal services to you. This may include using AI to assist with legal research, drafting correspondence and submissions, summarising documents, and identifying relevant legal provisions.

13.2 All AI-assisted work is reviewed, verified, and approved by a qualified lawyer before being sent or relied upon. We retain full professional responsibility for all advice and work product provided to you, regardless of whether AI tools were used in its preparation.

13.3 We take care to ensure that any information entered into AI tools does not compromise your confidentiality. Where possible, we use tools that do not retain or train on user inputs. We will not input sensitive personal information into AI tools that have inadequate privacy protections.

13.4 By engaging our services, you acknowledge and accept our use of AI tools as described above.