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## CLIENT CARE

### 1. Instructions

- 1.1 When the client instructs the law firm to act as the client's lawyers or instructs the immigration consultant employed by the law firm, the client and law firm enter into a contractual agreement for legal services or immigration services.

### 2. Firm's charges

- 2.1 In respect of immigration matters we charge a set fee and advise the client of that fee at the time of signing the contract.
- 2.2 In respect of all other matters, (except for those where the client is in receipt of legal aid), we tell the client the fee and charge-out rate of the lawyer or consultant acting.
- 2.3 Any estimate given by the firm for fees, agency fees and disbursements is plus GST and it represents the firm's best estimate of cost to carry out instructions.
- 2.4 In respect of all matters that are not covered by legal aid, the client must pay the agreed amount in advance into the firm's trust account, nominated account.

### 3. Professional indemnity arrangements for the firm

- 3.1 The firm holds indemnity insurance that meets or exceeds the minimum standard specified by the Law Society.

### 4. Complaints procedure

- 4.1 The firm has a complaints procedure. Any complaint the client has about the firm's dealings with the client must be made initially to the person who has carried out the work and who is the subject of any complaint.
- 4.2 The client must write to the firm setting out the complaint and reasons for dissatisfaction as well as the client's proposal for resolution of the complaint.
- 4.3 On receipt of the written complaint the complaints procedure is such that the person complained about would ask to meet with the client and discuss the complaint and put in writing any view of the complaint or resolution possible.
- 4.4 If the client is unsatisfied with the result of the firm's complaint procedures then the client has a right to lodge a written complaint with the New Zealand Law Society's complaint service. These details are on [www.adls.org.nz](http://www.adls.org.nz).



## **5. Lawyers' fidelity fund**

- 5.1 If the instructions involve or result in the firm being entrusted by the client with money or other valuable property, the client is protected by the Lawyers' Fidelity Fund.
- 5.2 If the money or property is taken by theft by the firm or any of the employees or agents. Claims on that fund are limited to \$100,000 for any one theft.

## **6. Terms and conditions**

### Client's instructions

- 6.1 The firm will act in the client's best interests to carry out the client's instructions.
- 6.2 The firm reserves the right to cease to act where the client cannot or will not provide instructions required in addition to those specified under the heading "Instructions" or where the firm is of the opinion the client has misled or deceived the firm in any material way.
- 6.3 The firm will take reasonable steps to keep the client informed of the steps taken to carry out the client's instructions.
- 6.4 By instructing the firm the client accepts liability to pay the accounts that the firm may render for the work done together with all disbursements incurred in respect of the client's instructions.
- 6.5 Upon signing this contract the Client will pay to Marshall Bird & Curtis the fees set out in Schedule 1 attached in accordance with the terms and conditions of payment set out in Schedule 1.

## **7. What are the firm's obligations to the client**

- 7.1 The Rules of Conduct and Client Care for Lawyers of the New Zealand Law Society require that all events, subject to the duties of the firm and its members to the Courts and to the justice system, and each of its lawyers and immigration consultant must:
- (a) Act competently, in a timely way and in accordance with any arrangements made between the client and the firm.
  - (b) Protect and promote the client's interests and act for the client free from compromising influences or loyalties.
  - (c) Discuss the client's objectives and how they should be achieved.
  - (d) Provide the client with information about the work to be done, who will do it, and the way in which the firm's services will be provided.
  - (e) Charge the client a fee that is fair and reasonable and let the client know when the client will be billed.
  - (f) Give the client clear information and advice.
  - (g) Protect the client's privacy and ensure appropriate confidentiality.



- (h) Treat the client fairly, respectfully and without discrimination.
- (i) Keep the client informed about the work being done and advise when it is completed.
- (j) Let the client know if the instructions are of the sort where the client may be eligible for legal aid and if so whether the firm is prepared to undertake the work if paid by legal aid.
- (k) Let the client know how to make a complaint and deal with that complaint promptly and fairly.

7.2 In respect of immigration matters, a set fee is charged.

7.3 The firm will not refund moneys paid for immigration matters if the client does not meet immigration policy requirements in place at the time of filing the application. The firm cannot be responsible for any retrospective policy changes which may affect the application.

7.4 For immigration matters the client will promptly provide all necessary information and documentation that the firm shall request and warrants that all such information and documentation shall be complete, true and accurate.

7.5 All information and documentation given by the firm shall be treated by the firm as confidential and shall not be passed to a third party other than the New Zealand Immigration Service without the permission of the client.

7.6 The firm undertakes to present the client's application in a professional manner and monitor progress with the New Zealand Immigration Service to ensure the speedy processing of the client's claim.

7.7 In immigration matters there are often very lengthy delays caused by the Immigration Service. The firm cannot be expected to keep contacting the Immigration Service to inquire on the progress of any application because this does not assist the progress of the application and such applications are very rarely answered by the Immigration Service.

7.8 If the client requires in immigration matters that the firm take regular phone calls from the client seeking progress and if the firm on the client's instructions has to keep contact with the Immigration Service, a further fee will be charged for this work.

7.9 The firm undertakes that the moment any information on any client's file is received from the New Zealand Immigration Service, the firm shall immediately contact the client and advise the client.

## **8. How does the firm charge:**

8.1 The firm's fees are charged in accordance with guidelines laid down by the Rules of Conduct and Client Care of the New Zealand Law Society. In fixing the fee the firm is entitled to take into account considerations such as:

- (i) The time and labour spent.
- (ii) The skill, specialised knowledge and responsibility required.
- (iii) The importance of the matter to the client and the results achieved.



- (iv) The urgency and circumstances in which the work is undertaken and any time limits, including time limits imposed by the client.
- (v) The degree of risk assumed by the firm in undertaking the services including the amount of value of any property involved.
- (vi) The complexity of the matter and the difficulty or novelty of the questions involved.
- (vii) The experience, reputation and ability of the personnel carrying out the work.
- (viii) The possibility that the acceptance of the instructions will preclude employment of the firm by other clients.
- (ix) The reasonable costs of running a law practice.

**9. Estimates of cost:**

9.1 Any cost estimate shall be the firm's best guess as to what the fees and other costs are likely to be. If the work does not proceed as the firm had anticipated due to unexpected complications, or the work proves more complicated than originally anticipated, the firm shall charge for all additional work.

9.2 If it appears that the estimate shall be exceeded, the firm will advise the client of the reasons and obtain further instructions from the client.

**10. When will the client be billed:**

10.1 The firm shall bill the client as agreed in the contract of services.

**11. Disbursements:**

11.1 In addition to any fees specified and agreed, the client shall pay the cost of all services provided by third parties including but limited to:

- NZ Government application fee
- Qualification assessment fees
- Medical examination fees
- Translation and interpretation fees
- Any other fees payable to agencies which are necessary for the processing of the application
- Any disbursements relevant to preparing and lodging the application, including non-local fax and telephone charges and courier, travel and advertising charges and the Client shall pay these costs as and when they fall due for payment.

**12. Immigration Matters:**

12.1 In the event that the client requests the firm to arrange for renewal of the client's visas or permits, the client shall pay to the firm a further fee according to the scale of fees charges by the firm for renewals of visas and permits at the date of renewal.



- 12.2 The deposit agreed for commencement of work prior to filing any immigration matters shall be non refundable.
- 12.3 The client accepts full responsibility for all documents returned to them and which for any reason whatsoever do not arrive. The firm cannot accept responsibility for any courier company loss.
- 13. Lien:**
- 13.1 Where the work has been done by the firm but the firm has not been paid by the client, then the firm has the right to retain originals documents and the correspondence on the client's files until such time as all outstanding fees, disbursements and other expenses have been paid. This is known as a lien.
- 13.2 This shall be particularly important in circumstances where the client decides for whatsoever reason to instruct another law firm. The client must pay all outstanding fees, disbursements and other expenses before the firm releases the client files to the client's new solicitors.
- 13.3 Alternatively, that other law firm may be obliged to give an undertaking to the firm to pay all outstanding fees and disbursements before the client's file is released.
- 14. Retention of records:**
- 14.1 Files and documents will be retained by the firm for a period of seven years after which they will be destroyed.
- 14.2 Files and documents may be returned to the client at the client's request and a copying fee shall be charged. If a client wishes to inspect these or requires copies to be made a charge may be made.
- 15. Confidentiality:**
- 15.1 The firm will hold all information concerning the business affairs of the client in strict confidence and shall not divulge such information except where required or permitted to do so by require, or the client expressedly or impliedly authorises the firm to make such disclosure.
- 15.2 The Client will promptly provide all necessary information and documentation that Marshall Bird & Curtis shall request and warrants that all such information and documentation shall be complete, true and accurate.