



AUCKLAND COMMUNITY

Law Centre

Providing access to Justice in your Community

Introduction

1. These standard terms of engagement include information which the Auckland Community Law Centre ("we" or "us") is required to provide under the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008 (Rules).
2. All legal and related services provided by us to members of the public are subject to these standard terms of engagement.
3. Where we have provided a separate engagement letter to you (on a formal letter on our letterhead), these standard terms will be subject to any specific terms contained in the engagement letter.

Scope of Services

4. We provide services in respect of unmet legal needs. That means:
 - a) Our services are means tested. We may refuse to provide services if you do not satisfy our means test or do not provide a response. We may withdraw our services if we later discover you do not meet our means test. If you can afford to pay for a private lawyer or are eligible for legal aid, we may refer you to those services if you require ongoing legal assistance.
 - b) Our services are available to people within a specific geographic region. We are likely to refuse to provide services to people from outside our region. We may provide services to people outside our region in our absolute discretion.
 - c) We do not provide services in all areas of law. Examples of excluded areas include conveyancing, property (real estate), trusts, and commercial and business matters. We also do not give legal advice to landlords or employers.
 - d) Our standard services are provided for free, and include basic administrative costs, such as photocopying and printing, unless we consider it unreasonable for us to meet those costs. We will not pay for third party disbursements, such as filing fees in Courts or Tribunals or service fees.

Nature of Services

5. Our services are primarily designed to help people to resolve legal problems for themselves.
6. We provide our services on a limited retainer basis. This means we only do some of the tasks involved in resolving legal issues. If we agree to provide assistance with your case, due to capacity and resource constraints, generally we are not agreeing to provide all the legal services that lawyers traditionally provide and/or all the services that would arise over the course of your case. You do the remaining tasks and are responsible for the overall progress of your case.
7. In order to decide how we can help we need to do a preliminary assessment. This usually involves a short phone call, but in some cases may involve quite a lot of correspondence and discussion. Once we have worked

out what your case involves, we will explain the scope of the services we can provide.

8. You will receive one or more of the following standard services, at our absolute discretion:
 - a) A referral to a private lawyer or other agency;
 - b) Legal information or referral to a source of legal information;
 - c) Advice about your legal issue;
 - d) Assistance with resolving your legal issue for yourself.
9. In most cases, our services are limited to one-off advice (which is usually provided at the same time we explain the scope of our services to you).
10. If your matter escalates to a point where services are more than we have agreed or beyond our expertise, we will, at our absolute discretion:
 - a) Withdraw our services and refer you to another provider; or
 - b) Provide you with representation services.
11. We very rarely attend Courts, Tribunals, employment investigation meetings, or similar engagements.

Costs

12. As noted above, we do not charge for our service. However, we accept koha (donations) for work we have done. While this is not compulsory, we appreciate any gesture as we are a non-profit organisation with limited resources.
13. We are not responsible for any costs that may be awarded against you, or for third party disbursements.

Confidentiality

14. We regard client confidentiality as of paramount importance. We will not disclose any confidential information obtained from you to any other person, and will not disclose to you any confidential information received from another client or prospective client, except:
 - a) To the extent required by law or by the Rules (Chapter 8).
 - b) To the extent necessary or desirable to enable us to carry out your instructions (with your prior approval).
 - c) To ensure the safety and protection of our staff and volunteers.

External information and public records

15. In advising you we may rely on, or provide you with, information obtained from third parties (e.g. government agencies or court registrars). This information may not always be accurate and complete. We do not accept responsibility and will not be liable for any damage or loss caused by errors or omissions in information obtained from third parties.

Legal conflict

16. If a legal conflict of interest arises, in relation to any matter on which you have instructed us, between your

17. interests and those of any other client for whom we are also acting, we will inform you as soon as possible. We will cease acting on your matter until the conflict is resolved. If the conflict is not resolved we may refer you to another lawyer for independent advice.

Privacy

18. We collect personal information from you in order to assess your eligibility, provide legal services, and track non-identifiable demographic information.
19. Besides our staff and volunteers, we share non-identifiable demographic information with the Ministry of Justice (our funder) in order for them to track demographic information.
20. You have the right to ask for a copy of any personal information we hold about you, and to ask for it to be corrected if you think it is wrong. If you'd like to ask for a copy of your information, or to have it corrected, please contact us at info@aclc.org.nz, or 09 377 9449, or PO Box 3137, Shortland Street, Auckland.
21. Our detailed Privacy Policy can be emailed to you on request or accessed through our website, www.aclc.org.nz

Retention of files and documents

22. We retain the files we establish on a matter, and any documents you leave with us, for at least six years after completion or termination of the matter. We may then destroy the files and documents. Other arrangements can be made if you prefer.
23. We may, at our discretion, convert paper files to digital copies and destroy the paper files. Any original documents will be returned to you. This includes the storage of digital information in our cloud-based system.
24. If you uplift your files or other documents at any time, we may make copies of them before they are uplifted.

Electronic communications

25. Unless otherwise agreed with you, we may communicate with you and others at times by electronic means. These communications can be subject to interference or interception or contain viruses or other defects ("corruption"). We do not accept responsibility and will not be liable for any damage or loss caused in connection with the corruption of an electronic communication. If you have any doubts about the authenticity of any communication or document purportedly sent by us, please contact us immediately.

Insurance

26. We hold insurance cover which is in excess of the New Zealand Law Society requirements.

Limitation of Liability

27. We confirm that our Office is covered by the Law Society's Fidelity Fund.
28. Our liability to you, whether in contract, tort, equity or otherwise, for any material loss or damage or expenses (including legal costs) suffered or incurred directly by you as a result of any act or omission shall be limited to \$10,000.

Termination

29. You may terminate our services to you at any time.
30. We may terminate our engagement at any time for good cause (in accordance with the Rules) and after giving a reasonable period of notice specifying the grounds for termination.

Complaints

31. If you are not satisfied with the way your case has been dealt with you should talk to your lawyer about this. If you are not able to resolve the matter, you should contact the General Manager to discuss this.
32. Should you have any concerns that Auckland Community Law Centre has not dealt with your complaint satisfactorily, then you are able to make a complaint to the New Zealand Law Society's complaints 0800 number - 0800 261 801.

Client Care and Service

33. Whatever legal services we provide you, we must:
 - a) Act competently, in a timely way, and in accordance with instructions received and arrangements made;
 - b) Protect and promote your interests and act for you free from compromising influences or loyalties
 - c) Discuss with you your objectives and how they should best be achieved;
 - d) Provide you with information about the work to be done, who will do it and the way the services will be provided;
 - e) Charge you a fee that is fair and reasonable and let you know how and when you will be billed;
 - f) Give you clear information and advice;
 - g) Protect your privacy and ensure appropriate confidentiality;
 - h) Treat you fairly, respectfully and without discrimination;
 - i) Keep you informed about the work being done and advise you when it is completed; and
 - j) Let you know how to make a complaint and deal with any complaint promptly and fairly.
34. The obligations lawyers owe to clients are described in the Rules. 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.

General

35. You will be deemed to be bound by these terms of engagement by accepting our standard services.
36. We are entitled to amend these terms of engagement from time to time (and in accordance with any changes to the Rules). The current terms will be those accessible on our website.