

1. These terms and conditions

1.1 I am a barrister sole but I practice as an Incorporated Law Firm within the meaning given by the Lawyers and Conveyancers Act 2006. The name of my Incorporated law Firm is Approachable Lawyer Limited. That means all fees are payable to Approachable Lawyer Limited whether they relate to work I carry out on your behalf or to products purchased from the Approachable Lawyer websites. However, despite practicing as under the name of Approachable Lawyer Limited, I remain personally liable for the advice which I give you. In that respect, all my work is covered by professional indemnity insurance.

1.2 Where I carry out work of a contentious nature, either in the High Court or District Court an instructing solicitor is required. If you need any help finding a solicitor, Approachable Lawyer can refer one to you.

1.3 These terms cover work provided by me and products purchased from the Approachable Lawyer website. They may be varied or added to at any time by giving reasonable notice to you.

1.4 If for whatever reason you do not understand these terms you should tell me immediately and I will be happy to explain them more fully.

1.5 These terms are deemed accepted unless you tell me in writing prior to commencing work on your behalf or purchasing a product.

2. Our responsibilities to each other

2.1 Where I carry out work on a consultancy basis, it is my professional duty to give your affairs proper care, skill and attention.

2.2 I will throughout the handling of your matter rely on you to supply in a timely manner all information needed to act on your behalf and to tell me promptly of any relevant change in circumstances. I will not check the accuracy of such information unless it is specifically agreed in writing that I am to do so.

2.3 If you hold information back from me it hinders my ability to assist you and I cannot be held responsible for a non-disclosure. If you are in doubt whether any information is relevant then it is best to discuss it with me.

2.4 I have a duty to keep all the information you tell me confidential from other parties unless I have your instructions to disclose it. Otherwise, only staff who I employ have access to your files and they are under similar duty of confidentiality.

3. Fee structure

3.1 My fee varies depending on the nature of the work carried out. Please refer to the current Fee Schedule available from the Approachable Lawyer website for the rates currently applicable. I may vary that Fee Schedule at any time but no changes will apply to any ongoing matter unless we have agreed they will.

3.2 Normally, I aim to absorb all personal disbursements (e.g. telephone, faxes, postages, copying etc) within my quoted hourly rate or fee. However, occasionally substantial disbursements are incurred on your behalf which will be charged in addition. I will let you know when this happens.

3.3 GST at the applicable rate is charged in addition to all fees, unless otherwise stated.

4. Payment of consultancy fees

4.1 I am able to keep costs low by successfully managing cash flow. We therefore ask you to pay close attention to our payment terms which are stated in the current Fee Schedule.

4.2 Discounts may be available for payments made in advance or within 7 days of invoice. Please see the Fee Schedule.

4.3 Unless otherwise stated or agreed, all invoices are payable by within 28 days following the invoice and must be paid before we are able to carry out any further work, unless we have a separate agreement.

4.4 You may, if you wish, give us written notice to set a limit on the fees which you may incur. If that limit is reached, we will then cease work, notify you and await your further instructions. You should understand that, particularly in relation to contentious work, it may not be possible to limit your liability in relation to the other side's costs.

5. Legal Hotline

5.1 For businesses, we offer a Legal Hotline service which entitles you to certain privileges (such as reduced consultancy rates) in return for payment of a membership fee. The privileges provided by the Legal Hotline are those stated on the Approachable Lawyer website. Such privileges and the monthly fee may be varied at any time by giving reasonable notice to you.

5.2 Membership of the Legal Hotline is subject to its own terms and conditions.

6. Payment for products

6.1 Approachable Lawyer Limited also offers a range of products to purchase such as books, reports, agreements, website membership etc. Payment for such products is in advance of receiving the product unless payment by instalments is offered.

6.2 Membership of the Approachable Lawyer Secret Library is governed by its own terms and conditions to which you must agree before becoming a member.

6.3 Whilst great care has been taken to ensure the accuracy and suitability of the products and advice available on the website, neither are a substitute for proper legal advice and should only be used for general guidance only. If you are unsure about anything regarding the guidance given please call me for advice. This may incur a fee if you are not a member of the Legal Hotline.

6.4 Neither I, nor Approachable Lawyer Limited, accept any liability for any loss or damage occasioned through the use of the products purchased from the website.

6.5 The price of such products shall be the price advertised or quoted subject to any discounts or offers applicable at the time of purchase.

7. Retainer agreements

7.1 In some instances you may require ongoing legal consultancy assistance which exceeds that contemplated by the Legal Hotline. Where this occurs it may be preferable to enter into a retainer agreement whereby you pay a fixed fee per month. If you think this would suit your business better then please speak to us.

7.2 Since at the outset of a retainer agreement it can be difficult to assess the volume of work required on a monthly

basis we may charge for additional sums where the work carried out in a given month significantly exceeds the amount of work anticipated by the retainer fee (based upon our normal hourly fee) or for one off project work. Such additional fees will be agreed with you.

7.3 We may also agree to adjust the retainer fee from time to time to reflect any upturn or downturn in the volume of legal assistance required by you.

7.4 Payment of retainer fees will be made on an agreed date in every month by automatic payment.

8. Payment generally

8.1 If any account is not paid in full by the due date, I will charge interest at 8% per annum from the payment date until payment is received.

8.2 I am also entitled to withhold any of your property in my possession (including any papers, deeds or documents relating to your matters) until any unpaid accounts are paid in full.

8.3 In cases of genuine financial hardship it may be possible to arrange payment by instalments. Please speak to us prior to commencement of work if you wish to do this and an automatic payment scheme can be set up.

8.4 To assist you with payment, I accept payment of invoices by cheque, direct credit, VISA, Mastercard and American Express. If you need to split payments over two credit cards that is also possible. Payment by credit card may attract an administration fee equivalent to 2% of the transaction.

8.5 If you feel any invoice submitted to you is unreasonable then please speak to me immediately. If you wish you are entitled to obtain a costs revision by the Auckland District Law Society.

8.6 Payment by credit card via our website is subject to our E-commerce Terms and Conditions.

9. Recovery of costs from other parties

9.1 Sometimes it may be possible in contentious matters to recover all or part of your costs from another party.

9.2 Where this occurs you are still personally liable to pay Approachable Lawyer Limited and I am unable to await payment from other parties for such costs. In particular I cannot be expected to wait for the outcome of any assessment of costs by a Court or the Employment Relations Authority.

9.3 If you lose proceedings, you may have to pay your opponent's costs as well as your own. Even if you win, your opponent will probably not be ordered to pay the full amount of the costs you have to pay me.

9.4 If your opponent is legally aided, you are unlikely to recover any costs even if you are successful.

9.5 Even if you win, your opponent may fail to pay either the sum for which you have been given judgment or the costs he or she has been ordered to pay.

10. File Storage

10.1 At the end of a matter, your file will be stored for a reasonable period (which will not be less than seven years) free of charge. However, a charge may be made for retrieving the file from storage at your request and for supplying copies of any documents.

10.2 At the end of the storage period, files will be destroyed (but of course deeds and other documents of title will be retained).

10.3 If you want any document returned at the end of an

instruction please let us know.

11. Termination

11.1 I have the right to cease work immediately and determine our retainer by giving you written notice at your last known address if: (a) any bill remains unpaid after the stated payment date; (b) you fail without reasonable cause to give me instructions for a period of one month where instructions are required or requested; (c) you fail to make a material disclosure of a matter relevant to your case.

11.2 I also have the right to cease work and determine our retainer in any other situation where I have good cause and give you reasonable notice.

11.3 You may terminate our instructions in writing at any time in which case all fees owing to us become immediately payable.

12. Liability for work carried out by me

12.1 For your security I hold professional indemnity insurance which covers the legal advice I provide on a consultancy basis. However, I do not accept liability for any loss arising due to a failure on your part to give adequate instructions, for matters not reasonably contemplated by your instruction or for any breach on your part of these terms.

13. Privacy

13.1 When you become a client you automatically become a subscriber to the Approachable Lawyer website. As a subscriber, every month you will receive articles and advice in the form of our monthly newsletter. You may unsubscribe from this service at any time by using the unsubscribe links at the bottom of the emails.

13.2 As a subscriber and client I am bound to protect your rights to privacy. Any details collected from you will remain strictly private and confidential in accordance with my professional obligations and our website's privacy policy.

13.3 I will honour each and every right reserved to you under the Privacy Act.

14. Client care

14.1 The aim of Approachable Lawyer is to ensure you are fully happy with the service I provide. However, if you are unhappy with any aspects of my work then please raise it with me immediately and I will do whatever I can to rectify it. 14.2 Since I belong to a professional body you always have the right to complain about any aspects of my service. Such complaints should be addressed to the Auckland District Law Society.



Michael Smyth
Approachable Lawyer Limited