

## 1. Definitions:

- 1.1 In these terms, the following words where prefixed by a capital letter shall have the following meanings
- (a) **Approachable Lawyer Terms** means our standard terms of business which apply to all the work we carry out as advertised on the Website;
  - (b) **Business Fee Schedule** means the fee schedule advertising our rates of charging and Membership Fees;
  - (c) **Legal Hotline** means the service defined in clause 3;
  - (d) **Legal Hotline Member** means a person, firm or business who are signed up and whose membership of the Legal Hotline is active;
  - (e) **Materials** means the materials found in the Secret Library whether of a written, audio or video nature and include (without limitation) document templates, checklists, videos and audio interviews;
  - (f) **Membership Fee** means the price paid for membership of the Secret Library and / or Legal Hotline as advertised from time to time and includes the Set Up Fee and Retainer Fee;
  - (g) **Retainer Fee** means the monthly fee payable for membership of the Legal Hotline;
  - (h) **Secret Library** means the online legal resource provided by Approachable Lawyer Limited for Secret Library Members;
  - (i) **Secret Library** and Hotline Terms means these terms and conditions and shall include our current Business Fee Schedule;
  - (j) **Secret Library Member** means a person, firm or business who are signed up and paid for membership of the Secret Library; and
  - (k) **Set Up Fee** means the Fee payable by you when you apply for Secret Library or Legal Hotline Membership;
  - (l) **Standard Business Rate** means the hourly rate which we charge to businesses who are not Legal Hotline Members;
  - (m) **Website** means the Approachable Lawyer website found at the url [www.approachablelawyer.com](http://www.approachablelawyer.com) and includes such other websites operated by us.

## 2. About the Secret Library

- 2.1 The Secret Library is an online legal library provided by Approachable Lawyer Limited.
- 2.2 Subject to clause 7.5, by becoming a Member of the Secret Library you get a limited license to download all the Materials contained within the Secret Library whilst you remain a Member for the price of your Membership Fee.
- 2.3 Your Membership Fee gives you access to the Secret Library for one (1) calendar year. You may renew your membership after one calendar year at the Membership Fee then advertised.

## 3. About the Legal Hotline

- 3.1 The Legal Hotline is a service provided by Approachable Lawyer Limited which allows Hotline Members to:
- (a) access an allocated number of hours of legal advice per year at significantly reduced rates; and
  - (b) when those allocated hours have been exceeded, to access reduced consultancy rates compared to our Standard Business Rate;
  - (c) have access to the Secret Library.

## 4. Terms and conditions

- 4.1 These Secret Library and Hotline Terms apply to your membership of the Secret Library and / or Legal Hotline and come into effect when you apply for membership.
- 4.2 As a Secret Library or Hotline Member you are also subject to the Approachable Lawyer Terms. Where there is a conflict between the Approachable Lawyer Terms and the Secret Library and Hotline Terms, the latter shall apply.
- 4.3 These terms may be varied at any time by giving one week's notice to you.

## 5. Application for membership of Secret Library and Legal Hotline

- 5.1 **Secret Library only:** application for membership of the Secret Library is made by completing such online or offline forms advertised on the Website and by paying the Secret Library Membership fee.
- 5.2 **Legal Hotline:** application for membership of the Legal Hotline is made by completing a Legal Hotline application form. Upon completion of the form, you will be notified whether your application has been accepted. Once accepted, your membership of the Legal Hotline will commence on payment of either:
- (a) the Set Up Fee and the first month's Retainer Fee; or
  - (b) Payment of the Set Up Fee and a sum equivalent to a year's Retainer Fees.
- 5.3 We reserve the right to refuse membership of the Secret Library or Legal Hotline.

## 6. Payment of Membership fees

- 6.1 **Secret Library:** unless otherwise offered or advertised, payment must be made for a complete year in advance.
- 6.2 **Legal Hotline:** payment of the Set Up Fee must be made in one payment in advance. Payment of the Retainer Fee may either be made on a monthly basis by automatic payment or yearly in advance.
- 6.3 Membership Fees are not refundable except in our absolute discretion.

## 7. Nature of Materials in the Secret Library

- 7.1 Whilst great care has been taken to ensure the accuracy and the suitability of all the Materials and information found in the Secret Library they are not a substitute for legal advice and should only be used for general guidance. The information provided is based upon New Zealand law applicable at the time of drafting or creation. If you are unsure about anything you find in the Secret Library then you should consult a lawyer for advice.
- 7.2 Neither Approachable Lawyer Limited nor any of the authors of the Materials found in the Secret Library accept any liability, whether direct or indirect, for any loss, damage or expense (including loss of profit) occasioned through the use of the Secret Library or the Materials, or any breach by Approachable Lawyer Limited of these terms.
- 7.3 The conditions, warranties and guarantees set out in the Sale of Goods Act 1908, Consumer Guarantees Act 1993, or implied by common law are excluded to the fullest extent permitted by law.
- 7.4 All the Materials found in the Secret Library are the

copyright of Approachable Lawyer Limited and/or the authors of the Materials. Membership of the Secret Library allows you to download and adapt such Materials strictly for your own business use on an as required basis.

- 7.5 You are strictly prohibited from:
- (a) forwarding such Materials in whatever form to another person, firm or business for their use;
  - (b) sharing your username and password with another person, firm or business so that they can take advantage of the service provided by the Secret Library without paying for it;
  - (c) reproducing the Materials in any form whatsoever except for the purposes provided for in clause 4.4 above; and
  - (d) using or adapting the materials for on-sale to another person, firm or business.
- 7.6 If you wish to use the Materials for any of the purposes stated in clause 4.5 above you must first obtain our consent.

## 8. Advice provided as part of Legal Hotline service

- 8.1 Currently we are able to offer legal advice to Legal Hotline Members on most areas of law relevant to building a small or medium sized business. We are unable to provide advice under the Legal Hotline service in relation to the following areas of law where we recommend you seek specialist advice:
- (a) Trusts;
  - (b) Law of real property;
  - (c) Family Law.
- 8.2 You cannot use the Legal Hotline to ask us to carry out work of a transactional nature (e.g. property sales or purchases, business sales etc). We will refer to you to specialist solicitors who can do this for you.
- 8.3 In accordance with our obligations to our professional body, we reserve the right to advise you if the advice you are seeking from us is outside our expertise. Where possible we will refer you to the appropriate specialist.
- 8.4 There will be no refunds of Membership Fees where we are unable to provide you the advice you require. You will be liable for any fees incurred with anyone to whom we refer you.

## 9. Termination

- 9.1 We reserve the right to terminate your membership of the Secret Library without any obligation upon our part to provide a full or partial refund of your Membership Fee in any of the following circumstances:
- (a) you fail to pay your Membership Fees;
  - (b) you fail to pay any other fees or costs payable to us within the time stipulated in any invoice to you;
  - (c) you breach either the Approachable Lawyer Terms or the Secret Library and Hotline Terms;
  - (d) you suffer any act of insolvency.
- 9.2 Secret Library membership will terminate automatically on the anniversary of you becoming a Secret Library Member or renewing your membership unless otherwise renewed for a further year.
- 9.3 Subject to clause 9.1, your membership of the Legal Hotline shall continue without interruption whilst you

continue to pay the Retainer Fee.

9.4 Your right to terminate Legal Hotline membership: you may terminate your membership of the Legal Hotline by providing one month's notice in writing. In the event that you terminate your membership of the Legal Hotline part way through a membership year and have not paid a year in advance, we will allocate your hours of legal advice on a pro-rata basis. In the event that after allocating your hours you have exceeded your allocation for that year, we will invoice for any additional time spent above your allocated hours at our Standard Business Rate.

## 10. Interruption of service

- 10.1 Secret Library: Our aim is to provide an uninterrupted online legal resource accessible at all times of the day. However we should not be liable if the Secret Library becomes unavailable due to a technical fault or any other reason.
- 10.2 Legal Hotline: we aim where possible to provide you with advice within a timely fashion. However, at certain times of year we take holidays which means that there may be some delay in responding to any queries. We will notify you of when these times are in advance

## 11. Addition of materials to the Secret Library

- 11.1 We do not guarantee that any particular document or Material will be available in the Secret Library.
- 11.2 No refunds will be provided if you are unable to find a particular Material you are looking for. However, we do operate a "request a document" service with the aim of adding Materials to the Secret Library which will be of general use to Secret Library Members. The addition of materials to the Secret Library is at our sole discretion and we reserve the right to refuse request for a specific Material where such request is not of general application to Secret Library Members or falls outside of the type and nature of Materials for which the Secret Library is intended.

## 12. Privacy

- 12.1 When you become a Secret Library or Legal Hotline Member we collect personal information which you provide in the sign up or application form. You always have access to the information we hold about you subject to the provisions of the Privacy Act 1993. All information is held in accordance with our privacy policy which is available to view on the Website.
- 12.2 You agree that we may use your personal information to advise you of our services and product offers and send you the Approachable Lawyer newsletter. You may unsubscribe from the Approachable Lawyer newsletter or any of our email communication at any time.

## 13. Law and jurisdiction

- 13.1 These terms shall be governed by New Zealand law and you irrevocably accept the jurisdiction of the New Zealand courts.