

# BARRISTER & SOLICITOR YURI LUKAS

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## INFORMATION FOR CLIENTS

### 1. Fees:

The basis on which fees will be charged and when payment of fees is to be made is set out in my Standard Terms of Engagement. I issue GST invoice for any service I provided.

### 2. Professional Indemnity Insurance:

I hold professional indemnity insurance that meets or exceeds the minimum standards specified by the Law Society. I will provide you with particulars of the minimum standards upon request.

### 3. Lawyers Fidelity Fund:

The Law Society maintains the Lawyers Fidelity Fund for the purposes of providing clients of lawyers with protection against pecuniary loss arising from theft by lawyers. The maximum amount payable by the Fidelity Fund by way of compensation to an individual claimant is limited to \$100,000.00. Except in certain circumstances specified in the Lawyers & Conveyancers Act 2006 the Fidelity Fund does not cover a client for any loss relating to money that a lawyer is instructed to invest on behalf of the client.

### 4. Complaints:

I maintain a procedure for handling any complaints by clients, designed to ensure that a complaint is dealt with promptly and fairly. If you have a complaint about my services or charges, you may refer your complaint to me as I overall responsibility for your work. If you do not wish to refer your complaint to me, or you are not satisfied with my you may refer your complaint to: New Zealand Law Society , Lawyers Complaints Service – Auckland Branch , Level 5, WHK Tower , 51-53 Shortland Street , PO Box 4417 , Shortland Street , Auckland 1140 , Tel: 09 304 1000 Fax: 09 373 2620 , Email: [auckland@lawsociety.org.nz](mailto:auckland@lawsociety.org.nz)

### 5. Persons Responsible for the Work:

I perform all the work personally.

### 6. Client Care and Service:

The Law Society client care and service information is set out below.

Whatever legal services your lawyer is providing, he or she must:

- Act competently, in a timely way, and in accordance with instructions received and arrangements made.
- Protect and promote your interests and act for you free from compromising influences and loyalties.
- Discuss with you your objectives and how they should best be achieved.
- Provide you with information about the work to be done, who will do it and the way the services will be provided.
- Charge you a fee that is fair and reasonable and let you know how and when you will be billed.
- Give you clear information and advice.
- Protect your privacy and ensure appropriate confidentiality.
- Treat you fairly, respectfully and without discrimination.
- Keep you informed about the work being done and advise you when it is completed.
- Let you now how to make a complaint and deal with any complaint promptly and fairly.

The obligations lawyers owe to clients are described in the *Rules of Conduct and Client Care for Lawyers*. 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.lawyers.org.nz](http://www.lawyers.org.nz) or call 04 472 7837.

### 7. Limitations on extent of our Obligations or Liability:

Any limitations on the extent of our obligations to you or any limitation or exclusion of liability are set out in my letter of engagement and/or any letter we write to you about the work I am doing for you.

## **TERMS OF ENGAGEMENT**

By having Yuri Lukas as your Barrister and Solicitor, you hereby agree to all outlined terms in this document. Terms can and may change and be discussed with Yuri Lukas to assure client satisfaction. All terms are legally binding after signing or replying to the engagement letter by email. If you eligible for legal aid you may find the legal aid information here <http://www.justice.govt.nz/services/legal-help/legal-aid> Mr. Lukas does not work with legal aid however provides legal aid information during the first interview.

### Introduction:

1. I set out these terms of engagement for providing legal services ("Terms"). The Terms also include the Law Society client care and service information.
2. The Terms are set out on the basis which I provide legal services and form the basis of my agreement with each of my clients in relation to each instruction. Any changes need to be agreed in writing beforehand. Some or all of the work may be performed by other lawyers and legal assistants. This is so that I may provide the appropriate expertise in an efficient, cost effective, and timely manner.

### You Can Help Me

3. To ensure I understand your instructions and requirements I ask that you:
  - Give me clear instructions, if possible, in writing, specifying your requirements and expectations and tell me if your requirements or expectations change as soon as possible.
  - Respond to any important questions that arise in a timely fashion.
  - Advise me of any important time limits.
  - Tell me who is authorised to give me instructions on your behalf.
  - Provide me with ALL documents required for the application. If you are unable to provide all the documents, I will charge you additional legal fees and there is no refund as providing the documents is your responsibility. INZ does not process incomplete applications.
4. Please keep me updated with all your current contact details so that I can contact you as required.

### Our Client Care and Service Commitment to You

5. We will:
  - a. Protect and promote your interests, and act for you free from compromising influences or loyalties, unless otherwise disclosed to you.
  - b. Discuss with you your objectives and how they should best be achieved.
  - c. Act competently, in a timely way, and in accordance with instructions received and arrangements made.
  - d. Provide you with information about the work to be done, inform you on who will do it, and the way the services will be provided.
  - e. Protect your privacy and ensure appropriate confidentiality.
  - f. Treat you fairly, respectfully and without discrimination.
  - g. Give you clear information and advice.
  - h. Keep you informed about the work being done and advise you when it is completed, as well as updating you on any other work that may come up.
  - i. Charge you a fee that is fair and reasonable and let you know how and when you will be billed.
  - j. Let you know how to make a complaint and deal with any complaint promptly and fairly.
6. The obligations lawyers owe to clients are described in the Rules of Conduct and Client Care for Lawyers. Those obligations are subject to other overriding duties, including duties to the courts and the justice system. If you have any questions, please contact us on (09) 620-8154 or contact the Law Society on 0800 261 801 or [www.lawyers.org.nz](http://www.lawyers.org.nz).

### Calculation of my Fees

8. The fee which I will charge or the manners in which I will calculate the fee are set out in the letter of engagement. Unless otherwise stated in the letter of engagement, in setting my fee I consider the criteria laid down by the New Zealand Law Society. The criteria includes:

- a. The time spent working on the matter
- b. The skill and specialised knowledge and responsibility required
- c. The urgency with which the work is done
- d. The value or amount of property or money involved
- e. The results achieved

9. Among these factors, the time worked on the matter and effort required carry the heaviest weighing.
10. The current hourly rates of myself and legal assistants working on your matter will be set out in the Letter of Engagement and are also available on request. I adjust these rates from time to time to reflect levels of legal experience and changes in overheads.
11. I charge separately for disbursements such as courier deliveries, computerised research services, Court fees or INZ fees, photocopying, and any other fees charged by agencies.
12. Mr Lukas does not operate a trust account and all visa or lodgement fees payments to INZ or IPT you have to make directly.
13. If this is an immigration matter you must check if your medical and police certificates are up to date at the time of lodgement for applications with INZ. Mr. Lukas does not guarantee a positive outcome of any visa application or appeal, however, not providing the documents requested by Mr. Lukas could significantly decrease the likelihood of a positive outcome of your visa application or appeal. You have to provide Mr. Lukas ALL documents required for a visa application. If you do not provide all the documents Mr. Lukas has to charge you for legal work however may not be able even to apply for a visa. Mr. Lukas can not apply for your visa if you unable to pay INZ visa fees or your credit card is declined.
14. Mr Lukas is not obliged to warn you regarding the expiry date or status of your visa or your relative's visa as you must monitor your visa situation yourself. You must be on a valid temporary or permanent visa at all times. If you are in New Zealand illegally and are applying for s.61 visa or trying to reinstate your legal status, Mr. Lukas cannot guarantee the success of your visa application as it is under absolute discretion of INZ.
15. Mr. Lukas can only act on your behalf if the payment of his invoice has been made. If the payment is not made, Mr. Lukas cannot act and is not responsible for any outcome from your case.
16. If you have changed lawyers or hired another immigration advisor, you need to inform Mr. Lukas immediately. Mr. Lukas will not refund any legal fees paid if you have changed your mind or are unable to submit the documents requested. If you submit false or misleading information to Mr. Lukas, Mr. Lukas can refuse to act on your behalf and there will be no refund of any legal fees in this case.
17. If my invoice says "fixed fees" that means it is a basic calculation of initial fees you pay for work for a standard amount of time. Once the fees are paid, they are strictly non-refundable. If there is a complication and I require more time to resolve the situation, I will contact you and inform you about the possibility that the fees could be increased. The rate is \$290 per hour + GST.
18. If this is a pro-bono case, I can stop acting for you if I am unable to contact you or if you don't provide the documents requested.
19. If you authorize any other person to be your representative (especially in pro-bono cases) Mr. Lukas will communicate only with this person and accept instructions only from this person. You may be asked to give Mr. Lukas authority by signing an authority letter or INZ 1160 form. **Signing the form does not mean Mr. Lukas is obliged to act** for you, as Mr. Lukas needs this authority to check your immigration status and give you better advice. Mr. Lukas will officially start acting on your behalf as soon as you accept these Terms of Engagement.

#### Estimates

20. If requested, and when I can, I will give you an estimate of my likely fee, and where relevant anticipated disbursements lay. Estimates are based on my professional judgement. These are not the maximum or fixed fee quotations and the final fee may vary. It is not always possible for me to provide an estimate.

#### Quotes and Other Fee Arrangements

20. I will provide you with a quote where the nature of the work can be defined. I am prepared to consider other flexible fee arrangements in appropriate circumstances, at my discretion.

#### Invoices

21. I may send interim invoices (unless otherwise agreed in writing) which are generally delivered on a monthly basis. The invoices are payable within 14 days of the date on the invoice. If the invoices are not paid, I reserve the right to suspend some or all work on your current assignments and to retain your files until the overdue amount is paid.
22. Mr. Lukas is also authorized by you to withdraw any visa application lodged on your behalf if you don't make payment within 14 days of the date of the invoice.
23. Where you have agreed that I instruct external counsel, or another contractor such as an expert, you will then pay the amount either charged by that person directly where you are billed.
24. GST will be added to my fee (or any estimate or quote which I may give) in all cases except where the client is zero rated or exempt from GST.

25. I may charge you interest at 2.5% per month on any fees and disbursements remaining unpaid after the date of due payment.
26. If an outstanding payment is not made, you will be responsible for all reasonable debt collection costs and/or legal costs (on a solicitor/client basis) that we incur in recovering outstanding amounts. We note that our firm's policy is to refer all debts of over 60 days to Veda Advantage and/or other similar Collection Agencies
27. Where the engagement letter is addressed to more than one person, each shall be jointly and severally liable for my fees and disbursements and other charges. By "jointly and severally liable", I mean that each person is responsible for ensuring that my bill is paid, and I can pursue all or any one of those stated for the whole amount that is due to me. Files for companies will be set up in the client's name, invoices may be addressed to the Company for convenience on the basis that the client will remain personally liable for payment.

#### The Scope of Your Instruction

28. It is important that the scope of my work is clear and agreed between us at the outset, and if anything changes during the conduct of the matter.
29. You should promptly discuss with me any questions you have about the scope of my work and notify me in writing if you wish to change the scope of the work.

#### Our Advice

30. The opinions I give about the outcome of any legal matters are expressions of my best professional judgement. I cannot be held responsible for a different outcome than stated as they are not guarantees. My opinions are limited by several factors including, the accuracy and completeness of the information provided by you, and my knowledge of the facts. Furthermore, they are based on the state of the law at the time they are given.
31. My advice will frequently be given in reliance on information provided by you or agencies such as public registry offices. I do not accept responsibility for any errors or omissions in that information or in my advice given as a result of those errors or omissions.

#### Communications

32. If you have a preferred method of my firm communicating with you, please let me know in writing. For the record, I will correspond with you at the last known physical address provided.
33. I do not accept any liability for loss arising from non-receipt of any communication, including computer email communications.

#### Confidential Information

34. After you have instructed me, you authorise me to collect information about you (including personal information, i.e., credit reports) and anything to do with the matter upon which you are instructing me. This will enable me to perform my work for you. You authorise me to use this information to the extent necessary to carry out your instructions or as required by law. I will follow the information privacy principles set out in the Privacy Act 1993.

#### Professional Indemnity Insurance and Fidelity Fund

35. Mr. Lukas holds professional indemnity insurance that meets or exceeds the minimum standards specified by the New Zealand Law Society.
36. The Lawyers' Fidelity Fund provides cover up to specified maximums (currently \$100,000) for clients who suffer financial loss by theft in certain circumstances. The Fund does not cover a client for any loss relating to money that a lawyer is instructed to invest on behalf of a client.

#### Termination of Our Legal Services

37. You have the right to terminate my services by giving me reasonable written notice.
38. The Rules of Conduct and Client Care for Lawyers require or allow me to stop work on your current files in a number of situations. These include:
  - a. If you act contrary to our advice or ignore my advice.
  - b. If there is a conflict of interest, where I have not obtained a client waiver.
  - c. Where there is misrepresentation or if you do not disclose relevant facts.
  - d. Non-payment of fees or costs.
  - e. If you do not give me instructions in a timely manner.
  - f. If you start communicating with INZ or any authorities directly.
39. Should this type of situation arise I will try to discuss this with you in advance. I will give you written notice wherever practical if I stop acting for you.

- 40. If your retainer is terminated, you must pay all my fees and disbursements/charges incurred up to the date of termination. This is a prerequisite of releasing your files and other information I am holding.
- 41. Mr. Lukas is not obliged to keep your records if you have collected your file.

#### Complaints

- 42. If you have any concerns or complaints we suggest that you raise this with the person responsible for your work in the first instance (Yuri Lukas). If you do not wish to raise it with this person, or you feel you are not satisfied with the response, please contact Grant Collecutt who will deal with this fairly and promptly. We are committed to resolving any issues as soon as possible.
- 43. If you are not satisfied with the outcome of the above inquiries you can also contact the NZ Law Society's Lawyers' Complaints Service, at 26 Waring Taylor Street, PO Box 5041, Wellington 6145, Tel (04) 472 7837 or (0800) 261 801, Fax (04) 473 7909.

#### Retention of Files and Documents

- 44. You authorise me (without further reference to you) to destroy all files and documents for this matter (other than any documents that we hold in safe custody for you such as a will) 7 years after our engagement on the matter end date or earlier if we have converted those files and documents to an electronic format.

#### Duty of Care

- 45. My duty of care is to you and not to any other person. No other person may rely on my advice unless I expressly agree to this in writing.

#### Trust Account

- 46. Mr. Lukas does not operate a trust account.

#### Limitation of Liability

- 47. My liability to you in respect of any breach of contract, tort, breach of statutory duty or otherwise arising out of (or in) connection with our engagement or the services I provide is limited to a maximum of five times the fee charged on the matter.
- 48. Where I instruct a third party on your behalf I am not responsible for any act or omission of the third party.
- 49. Where you are using my services for business purposes you acknowledge that none of the rights or remedies under the Consumer Guarantees Act 1993 apply to this engagement or the services we provide.

#### General

- 50. These Terms apply to any current engagement and to any future engagement, whether or not we send you another copy of them.
- 51. I am entitled to change these Terms from time to time, in which case I will send you the amended Terms. The amended Terms will apply as soon as I have sent them.
- 52. My relationship with you is governed by New Zealand law and the New Zealand courts have non-exclusive jurisdiction.

#### Your Satisfaction and Feedback.

- 53. I wish to ensure that I meet your expectations wherever possible and I invite your feedback whether it is good or bad. Please contact me with your feedback.

I agree with the terms \_\_\_\_\_ (\_\_\_\_\_).