# **In-house lawyers – Template client care information/letter of Engagement (shared services)**

*Below are a number of precedent clauses for terms of engagement for in-house lawyers who provide legal services to an entity or entities other than their employer in accordance with Rule 15.2.4 of the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008 (‘****Rules****’). You are advised to read the guidance material provided before using the template.*

*In these notes ‘Employer’ is the employer of the in-house lawyer, and ‘Recipient’ is an entity to which the in-house lawyer may provide regulated services in accordance with Rule 15.2.4*.

*These terms are drafted on the following assumptions:*

* *The in-house lawyer has the Employer’s authority to provide regulated legal services to the Recipient. You may wish to get this in writing.*
* *The in-house lawyer will not render an invoice or charge a fee of any kind for the services provided to the Recipient. Any financial arrangements for the services provided are made solely between the Employer and the Recipient.*
* *An in-house lawyer has indemnity arrangements with their Employer indemnifying the lawyer against any claims arising from the provision of legal services to the Recipient which are authorised by the Employer.*

*If any of the above assumptions do not apply, the terms will need to be amended and advice sought to ensure the in-house lawyer is complying with the Rules.*

*The footnote to Rule 15.2 of the Rules reminds in-house lawyers of their obligations to comply with other provisions of the Rules. These include the provision of information requirements of Rules 3.4 and 3.5, the rules in chapter 5 (Independence), chapter 6 (Client interests), and chapter 7 (Disclosure and communication of information to clients).*

*Prior to undertaking significant work, the in-house lawyer must provide to the Recipient a copy of the client care and service information set out in the preface to the Rules.*

*It is recommended that a copy of this client care information/ letter of engagement is provided to your employer.*

*Employees of the Crown, a Crown organisation or a statutory officer are referred to are referred to the Public Prosecutions Unit at Crown Law (ppu@crownlaw.govt.nz).*

**Disclaimer**

*This guidance material is intended as a service by the Law Society to members and does not constitute legal advice. Each lawyer and organisation will need to decide what terms and conditions are appropriate for the services to be provided. The Law Society accepts no responsibility or liability for any actions taken by anyone in reliance on this guidance.*

**Template clauses**

1. **Services**
	1. The Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008requires me to provide you with certain information in writing about the principal aspects of the services I will be providing.
	2. I will provide the following legal work for you:
2. **Charges**
	1. There will be no fee, disbursements or expenses charged by me for the Services. However, this does not affect any financial arrangement that is agreed between my Employer and you in respect of the Services.
3. **Duty of Care**
	1. My duty of care in providing the Services is to you. Before any other person, including my Employer, may rely on advice given as part of the Services, I must expressly agree to this in writing.
4. **Confidentiality**
	1. Other than as stated at clause 4.2, I will not disclose any of your confidential information to any other person except:
		1. to the extent necessary or desirable to enable me to carry out the Services;
		2. with your permission; or
		3. to the extent required by law or by the Rules.
	2. Except as otherwise agreed with you, confidential information concerning you will as far as practicable be made available only to persons assisting me in providing legal services to you.
	3. Except as authorised by my Employer, I will not disclose to you confidential information which I may have in relation to my Employer.
5. **Retention of Files and Documents**
	1. After providing the Services, unless otherwise requested by you, I will send to you all files and documents acquired in relation to the Services.
6. **Conflict of Interest**
	1. If I identify a conflict of interest arising in relation to the Services, I will advise you of this and follow the requirements and procedures set out in the Rules.
7. **Termination**
	1. I may cease providing the Services at any time in any of the circumstances set out in the Rules, or if directed to do so by my Employer.
8. **Insurance and Indemnity**
	1. I do not have any professional indemnity arrangement in place.
9. **General**
	1. These Terms apply to any current engagement and also to any future engagement, whether or not I provide another copy of them.
	2. I am entitled to change these Terms from time to time, in which case I will send you amended Terms.
	3. The relationship between us is governed by New Zealand law and New Zealand courts have exclusive jurisdiction [*for inclusion where the Recipient or Employer are international or not based in New Zealand*].
10. **Complaints**
	1. If you are not satisfied with the Services provided please contact my supervisor [*insert position name of supervisor eg Manager Legal Services]*.
	2. If we have been unable to resolve a complaint or concern you may contact:

The Lawyers Complaints Service

Phone: 0800 261 801

Website:<https://www.lawsociety.org.nz/for-the-community/lawyers-complaints-service/concerns-form>

Email: complaints@lawsociety.org.nz

1. **Lawyers’ Fidelity Fund**
	1. The Lawyers’ Fidelity Fund does not apply to me in my role as an in-house lawyer.
2. Responsibility for Services
	1. I will have the general carriage of, or overall responsibility for, the Services. [*If anyone else will be involved in the provision of the Services their names and status should be set out here].*]
3. **Client care requirements**
	1. The Law Society client care and service information is set out below.

Whatever legal services a 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 or 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 know 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.