

## **TERMS OF ENGAGEMENT**

Thank you for approaching us in this matter. We are pleased to act for you on the basis set out below. You have engaged our services to act for you in relation to the *Instructions* field of the *New Client Information Form* hosted on our website and submitted by you. Once the *New Client Information Form* has been submitted and the terms of engagement agreed to, either party can correct the instructions if necessary. If this form is being completed in the name of a business/company, the individual completing the new client form and accepting our terms of engagement does so with full authorisation of the director/s.

### **1. Instructing Solicitor**

- 1.1 From time to time, as a barrister sole it is a requirement of the Law Society that our instructions are channelled through an instructing solicitor. The instructing solicitor will generally be Dorothy Bogers at Bogers Scott & Shortland, Barristers & Solicitors, P O Box 946, 221 Collingwood Street, Hamilton, telephone 07 838 3144 who charge a standard transaction fee for receipt and disbursement of any monies received on your behalf. In the event that any conflict of interest arises, the instructing solicitor will differ.
- 1.2 If required, we will ask you to complete a Bogers Scott & Shortland client form and provide the identification required.

### **2. Services to be provided**

The following is a summary of our brief:

To act as your legal representative in relation to employment matters specified under Instructions on your client contact form.

Please feel free to contact us at any stage if you wish to discuss any aspects of your case. We are available during usual office hours by telephone or e-mail. If you cannot contact the person you require or they are unavailable, please leave a message and phone number with our office manager or leave a telephone message.

### **3. Fees**

- 3.1 The basis on which our fees will be charged is as follows:

Our fee will be charged generally on a time and attendance basis. Rose's hourly rate is \$450.00 plus GST, Jemani Sherson's is \$400.00 plus GST, Ewen Macpherson's hourly rate is \$400.00 plus GST, Charmaine Heyes' hourly rate is \$280.00 plus GST, Morgan

McLaughlin is \$200.00 plus GST and Ryan Brotherston's hourly rate is \$200.00 plus GST. However, other factors are also taken into account in determining a reasonable fee in respect of any service provided pursuant to these terms of engagement. These will include factors recognised by the Lawyers and Conveyancers Act (Lawyers Conduct and Client Care) Rules 2008 as follows:

- (a) the skill, specialised knowledge, and responsibility required to perform the services properly:
- (b) the importance of the matter to the client and the results achieved:
- (c) the urgency and circumstances in which the matter is undertaken, and any time limitations imposed, including those imposed by the client:
- (d) the complexity of the matter and the difficulty or novelty of the questions involved:
- (e) the experience, reputation, and ability of the lawyer:
- (f) the possibility that the acceptance of the particular retainer will preclude engagement of the lawyer by other clients:
- (g) the reasonable costs of running a practice:
- (h) the fee customarily charged in the market and locality for similar legal services.

- 3.2 Normally accounts will be rendered on an interim basis unless alternative arrangements are entered into. Payment of accounts will be due within 7 days of the account being forwarded to you. If an account remains unpaid, without arrangements being made, the account may be placed in the hands of a debt collection agency. Any collection costs, together with interest, will be recoverable from you. Please note that any agreement for time payment will incur interest charges. Interest charged will be at a rate of 15% per Annum.
- 3.3 We may ask you from time to time to deposit funds into our instructing Solicitor's trust account on account of our fees. Settlement funds may also on occasion be paid to our instructing solicitor's trust account on your behalf. Our fee may be deducted at any time from funds held on your behalf in our instructing Solicitor's trust account. By accepting our terms of engagement you authorise any deduction pursuant to this clause.
- 3.4 An administration fee will be charged for every new file opened. This fee will be a flat fee of \$80.00 plus gst and will be included in your first invoice. This is to cover the administration time and stationary/printing that is required in initially setting up a new client file. Disbursements (such as additional printing/photocopying, travel expenses, office administration) may be added to further invoices if required. We may require an advanced payment for the disbursements or expenses which we will be incurring on your behalf.
- 3.5 Time spent is recorded in 6-minute units, with time rounded up to the next unit of 6 minutes.
- 3.6 GST (if any): Is payable by you on our fees and charges.

- 3.7 Third Parties: Although you may expect to be reimbursed by a third party for our fees and expenses, and although our invoices may at your request or with your approval be directed to a third party, nevertheless you remain responsible for payment to us if the third party fails to pay us.

#### **4. Professional Indemnity Insurance**

We hold professional indemnity insurance through Gallagher Insurance. The current policy limit is \$1,000,000 any one **Claim** and \$2,000,000 in the aggregate for loss. The current “minimum standards” specified by the New Zealand Law Society applicable to a practice is NZ\$1.2 million of cover for any one claim. We are not obliged to hold PI Insurance which meets the New Zealand Law Society standards.

#### **5. Personal Indemnity**

If we are acting for a Limited Company, the Director/s accept joint and several personal liability in the event of any default in payment by the company. By agreeing to the online terms and conditions, you confirm you have authority to bind the company and its directors to these terms and conditions.

#### **6. Confidentiality**

6.1 We will hold in confidence all information concerning you or your affairs that we acquire during the course of acting for you. We will not disclose any of this information to any other person except:

- to the extent necessary or desirable to enable me to carry out your instructions; or
- to the extent required by law or by the Law Society’s Rules of Conduct and Client Care for Lawyers

6.2 Confidential information concerning you will as far as practicable be made available only to those within our firm who are providing legal services for you.

6.3 We will, of course, not disclose to you confidential information which we have in relation to any other client.

#### **7. Termination**

7.1 You may terminate our retainer at any time.

7.2 We may terminate our retainer in any of the circumstances set out in the Law Society’s Rules of Conduct and Client Care for Lawyers.

7.3 If our retainer is terminated, you must pay me all fees due up to the date of termination and all expenses incurred up to that date.

#### **8. Retention of files and Documents**

- 8.1 You authorise Rose Alchin & Associates (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) 7 years after our engagement ends, or earlier if we have converted those files and documents to an electronic format. Once your matter is closed all files will be scanned and stored electronically for the required 7 years and hard copies will be destroyed.
- 8.2 We may store your files, documents and personal information in any format we choose at our offices or at premises outside our offices, including data storage facilities or online storage located within or outside New Zealand, which may be operated by independent service contractors. To the extent permitted by law, we do not accept responsibility and will not be liable for any damage or loss caused by third parties.

## **9. General**

**9.1 Conflict of Interest:** We have procedures in place to identify and respond to conflicts of interest. If a conflict of interest arises, we will advise you of this and follow the requirements and procedures set out in the Law Society's Rules of Conduct and Client Care for Lawyers.

**9.2 Duty of Care:** Our duty of care is to you and not to any other person. Before any other person may rely on our advice, we must expressly agree to this.

**9.3 Trust Account:** We do not maintain a trust account. As such, there is no cover provided by the Lawyers Fidelity Fund.

**9.4 General:** These Terms apply to any current engagement and also to any future engagement, whether or not we send you another copy of them. We are entitled to change these Terms from time to time, in which case we will send you amended Terms. Our relationship with you is governed by New Zealand law and New Zealand courts have non-exclusive jurisdiction.

## **10. Complaints:**

- 10.1 If you have a complaint about our services, we would be happy to meet with you to discuss the nature of the complaint so that we can attempt to resolve it between ourselves.
- 10.2 If you do not wish to meet with us to discuss the complaint, or if we are unable to resolve it, then we invite you to refer your complaint to Dorothy Bogers, Solicitor, whose contact details are set out in clause 1 above.
- 10.3 If you do not wish to have the complaint dealt with in that fashion, or you are not satisfied with the response of your complaint, you may refer your complaint to the New Zealand Law Society, P O Box 5041, Wellington, telephone 04 472 7837, fax 04 473 7909.

## **11. Acceptance**

Please confirm we have accurately described the basis of our engagement, and you accept our *Terms of Engagement*. This can be confirmed either by submitting a *New Client Information*

*Form* online and checking the relevant check box accepting these *Terms of Engagement* or, if the letter was sent to you by some other written means, including by email, by signing a copy and returning it to me.