

TERMS OF ENGAGEMENT

Thank you for approaching me in this matter. I am pleased to act for you on the basis set out below. You have engaged my services to act for you in relation to the *Instructions* field of the *New Client Information Form* hosted on my website and submitted by you. Once the *New Client Information Form* has been submitted (which emails a copy to you and me) either party can correct the instructions if necessary.

1. Instructing Solicitor

- 1.1 As a barrister sole it is a requirement of the Law Society that 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 Please complete the **attached** Bogers Scott & Shortland client form and provide the identification required.

2. Services to be provided

The following is a summary of my 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 me at any stage if you wish to discuss any aspects of your case. I am available during usual office hours by telephone or e-mail. If I am not available, please leave a message and phone number with my secretary Maddy or leave a telephone message.

3. Fees

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

My fee will be charged generally on a time and attendance basis. My hourly rate is \$400.00 plus GST and Jemani Sherson and Sarah Fraser's hourly rate is \$320.00 plus GST, however, on occasion, other factors will be 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 I may ask you from time to time to deposit funds into my instructing Solicitor's trust account on account of my fees. Settlement funds may also on occasion be paid to my instructing solicitor's trust account on your behalf. My fee may be deducted at any time from funds held on your behalf in my instructing Solicitor's trust account. By signing your acceptance to this letter of instruction you authorise any deduction pursuant to this clause.

3.4 A \$50.00 administration fee will be charged for every new file opened. This is to cover the administration time and stationary/printing that is required in initially setting up a new client file. Disbursements (such as photocopying, travel expenses, office administration) will be in addition to my fees. I may require an advanced payment for the disbursements or expenses which I 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 my fees and charges.

3.7 Third Parties: Although you may expect to be reimbursed by a third party for my fees and expenses, and although my 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

I do not hold professional indemnity insurance.

5. Personal Indemnity

If I am 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 I will hold in confidence all information concerning you or your affairs that I acquire during the course of acting for you. I 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 I will, of course, not disclose to you confidential information which I have in relation to any other client.

7. Termination

7.1 You may terminate my retainer at any time.

7.2 I 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 my 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 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) 7 years after our engagement ends, or earlier if I 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.

9. General

9.1 Conflict of Interest: I have procedures in place to identify and respond to conflicts of interest. If a conflict of interest arises, I 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: My duty of care is to you and not to any other person. Before any other person may rely on my advice, I must expressly agree to this.

9.3 Trust Account: I do not maintain a trust account.

9.4 General: These Terms apply to any current engagement and also to any future engagement, whether or not I send you another copy of them. I am entitled to change these Terms from time to time, in which case I will send you amended Terms. My 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 my services, I 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 me to discuss the complaint, or if we are unable to resolve it, then I 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 I have accurately described the basis of my engagement, and you accept my *Terms of Engagement*, either by signing a copy of the letter if sent to you and returning it to me, or by some other written means, including by email or by submitting a *New Client Information Form* online and checking the relevant check box accepting these *Terms of Instructions* and checking the relevant check box accepting the *Terms of Engagement*.