



TERMS OF ENGAGEMENT

Services

The services I am to provide for you are outlined in my engagement letter.

Fees

My fees are charged in accordance with:

- (i) The guidelines laid down by the New Zealand Law Society;
- (ii) My hourly rates (which may be varied at my discretion);
- (iii) The nature of the work, e.g. the time I spend on the matter, its complexity, degree of urgency, the level of skill, knowledge and responsibility involved and the results achieved.

Unless otherwise stated all fees are plus GST.

Out of pocket expenses such as search and registration fees, valuation fees, tolls, faxes and photocopying will be charged extra.

Where possible, I will provide for you an estimate upon request. If that estimate is likely to be exceeded I shall let you know. In some cases it is not possible to give an estimate of the final costs because of the number of variable factors and outside agencies involved.

If you decide not to proceed with the matter to completion, work done and payments made on your behalf are still payable by you.

All work done by me is charged on a fees basis apart from a commission of 10% which is taken on all interest accruing on funds deposited with our bank through our bulk deposit scheme.

I do not carry out work funded by legal aid.

Money Handling Procedures and Trust Account

I maintain a trust account for all funds received from or on behalf of clients, (except for money received for payment of my invoices). All money to be paid to me for the purposes of investment by you should, wherever possible, be paid by cheque made out to "Norm Scott Lawyer Trust Account" and crossed "not transferrable" or "account payee only". By prior arrangement with us, such payments may also be made by any usual form of bank transfer directly into "Norm Scott Lawyer Trust Account" and account number **12-3475-0003946-02**. If I am holding significant funds on your behalf I would normally lodge those funds on interest bearing deposit with a Bank. Withholding tax will be deducted and paid to the Inland Revenue Department on the interest you earn. If we have your IRD number, you can select to have withholding tax deducted at the applicable tax rate applicable to you. If we do not have your IRD number, it will be deducted at 33.0% as required by the Inland Revenue Department.

Payment of Fees

My fees are to be paid within 7 days of my account being sent **except on conveyancing matters** where fees are payable immediately prior to settlement.

My final account will be sent to you shortly after I have completed your matter, or upon earlier termination of the engagement.

A file establishment and storage fee of \$45.00 may apply to any new files opened as I have a legal obligation to keep closed files for many years. (See under "Files and Documents" below.)

I do issue interim accounts where that is appropriate.

My fees may be deducted from funds held in my trust account on your behalf, or on behalf of any company, trust or estate represented by you.

I may ask you to pay fees in advance, but in those instances your payment will be held in my trust account and only paid to me by deduction when an account has been forwarded to you.

Out of pocket expenses are to be paid by you immediately upon request but substantial out of pocket expenses will be asked for in advance.

Interest will accrue on unpaid accounts at the rate of 15% per annum as from the due date until payment. Other action to recover unpaid fees may also be taken and the cost of such recovery may be added to the account due by you at my discretion.

Companies, Trusts, and Joint Clients – Personal Liability

If I receive instructions from you in your capacity as a director or shareholder of a limited liability company, or a settlor, executor, or trustee of a trust or estate (or any other non-personal entity) then such instructions are accepted on the basis that you are personally responsible as principal debtor for payment of my fees and disbursements and you personally indemnify me for payment of fees rendered to those entities.

In cases where instructions are received from more than one client jointly, such clients will be jointly and severally liable for payment of my fees and disbursements. In such cases, unless otherwise agreed in writing, I may, but will not be required to accept and act on instructions from any one person from such joint client.

Files and Documents

When your instructions have been completed I shall keep your file for a minimum period of 7 years from completion and then destroy it. The file is my property. I may destroy your file earlier if I have converted it or in it documents to an electronic format. If you supply any documents that you wish to be returned to you, you must advise me when you supply those documents, unless it is obvious that the documents are of a kind that is usually retained by the owner.

The work papers produced by me in course of providing services are my property I remain entitled to retain those and copies of any documents provided in the course of performing my services. You may request a copy of your file subject to the payment of reasonable photocopying charges.

You agree that I may retain any files or other documents held on your behalf until all money due to me for fees and expenses has been paid. Please give me reasonable notice before collecting your file should you wish to do so.

Limitation of Liability

I do not accept liability for any loss arising from non receipt of any communication including email communications. My

liability in respect of any transaction is limited to the amount of insurance cover held by me

Conflicts 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.

Advice

I do not give taxation advice, investment advice or accounting advice. If this is required you should consult other appropriate professionals.

E-mail Transmissions

I may communicate and take instructions from you by way of e-mail for the transmission of all correspondence documents and advice where appropriate unless I am specifically instructed by you not to do so. Because e-mail is not secure and may be read, copied, interfered with or impaired in transit, you agree to assume the risks associated with such transmission and to release me from claim you may have arising from transmission defects, including the non-receipt of any transmission. I accept no responsibility for viruses or malware in any email or attachment which comes from this office, or for changes to or interception of any email or attachment after it leaves our information systems.

When you correspond with me by e-mail, then your e-mail to me is deemed to be received only when receipt is personally acknowledged by me and not by any automated reply you may receive. .

Correspondence is now principally conducted by email. The perception is often that this method of communication is urgent and must be responded to urgently in all situations, I

reserve the right to decide which emails are routine, non-urgent or urgent and respond in accordance with other commitments and time restraints, as I would with any form of correspondence.

Suspension of Service

I reserve the right to stop work on your retainer if interim accounts are not paid on time or a request for information or action remains unsatisfied.

Right to Terminate your Retainer

You are entitled to terminate your instructions to me upon giving me reasonable notice. My fees for services reasonably and properly provided to you prior to the termination of retainer shall be paid by you prior to uplifting your records and I may retain copies of your documents and records.

I may terminate the retainer if there is good reason, for example you not providing instructions in a sufficiently timely way or in your inability or failure to pay my fee on an agreed basis, or, except in litigation matters, your adopting against my advice a course of action which I believe is highly imprudent.

If I terminate the retainer I will give you reasonable notice so that you can arrange alternative representation and I shall give you reasonable assistance to find another lawyer.

Privacy and Confidentiality

I will treat all information I hold about you as private and confidential and will not disclose any information I hold on your behalf or about you unless I am required to do so by law or where it is necessary to do so to provide my services to you or when requested by you or with your consent.

FURTHER INFORMATION

Professional Indemnity Insurance

I hold current professional indemnity insurance which meets or exceeds the minimum standards from time to time specified by the New Zealand Law Society.

The Lawyers' Fidelity Fund (the Fund)

This Fund exists to provide compensation of up to \$100,000.00 per claimant for clients who suffer a pecuniary loss in certain circumstances. These circumstances are the theft by a lawyer of money or other valuable property entrusted to that lawyer while they are providing legal services to the public or while they are acting as a solicitor-trustee.

It should be noted though that the Fund will not pay compensation in respect of money instructed to be invested except in certain circumstances specified in the Lawyers and Conveyancers Act 2006.

This is only a short summary of the major provisions in the Lawyers and Conveyancers Act 2006 relating to the Fidelity fund. If you would like further information please ask me, or see the Law Society website: www.lawsociety.org.nz.

Complaints

I will endeavour to provide you with a competent, timely service following your instructions, but if you have any complaint at all about my service please raise it with me in the first instance, and I will endeavour to deal with your complaint promptly and fairly.

If you are not satisfied with the outcome, you have the right to take the matter up with the New Zealand Law Society which runs a complaints service. You may contact the Law Society on telephone no. **0800 261 801**.

Person Responsible for the Work

I will usually have the general carriage of services provided to you, however at times other staff members may have this role. I will have the overall responsibility for services provided by my office.

Client Care and Service

The New Zealand Law Society Client Care and Service information is set out below. Whatever legal service your lawyer is providing, he or she must:

- Act competently, in a timely way, and in accordance with the 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 Client Care for Lawyers. Those obligations are subject to other overriding duties to the courts and the justice system. If you have any questions, please contact me, or the New Zealand Law Society, on 0800 261 801 or at www.lawsociety.org.nz