

SCHOLEFIELD COCKROFT LLOYD TERMS OF ENGAGEMENT

These Standard Terms of Engagement (“Terms”) apply in respect of all work carried out by us for you, except to the extent that we otherwise agree with you in writing.

1. **Services:** The services which we are to provide for you will be outlined in our engagement letter.
2. **Financial:**
 - 2.1 **Fees:**
 - (a) The fees which we will charge or the manner in which they will be arrived at, are set out in our engagement letter.
 - (b) If the engagement letter specifies a fixed fee, we will charge this for the agreed scope of our services. Work which falls outside that scope will be charged on an hourly rate basis. We will advise you as soon as reasonably practicable if it becomes necessary for us to provide services outside the agreed scope and if requested, give you an estimate of the likely amount of the further costs.
 - (c) Where our fees are calculated on an hourly basis, the hourly rates are set out in our engagement letter. The differences in those rates reflect the experience and specialisation of our professional staff.
 - 2.2 **Disbursements and expenses:** In providing services we may incur disbursements or have to make payments to third parties on your behalf. These will be included in our invoice to you when the expense is incurred. We may require an advance payment for the disbursements or expenses which we will be incurring on your behalf.
 - 2.3 **GST (if any):** Is payable by you on our fees.
 - 2.4 **Invoices:** We will send you an invoice on completion of the matter, or termination of our engagement. We may also send you an interim invoice, usually monthly, or when we incur a significant expense.
 - 2.5 **Payment:** Invoices are payable within 14 days of the date of the invoice, unless alternative arrangements have been made with us. We may require interest to be paid on any amount which is more than 7 days overdue. Interest will be calculated at the rate of 15%.
 - 2.6 **Security:** We may ask you to pre-pay amounts to us, or to provide security for our fees and expenses. You authorise us:
 - (a) to debit against amounts pre-paid by you; and
 - (b) to deduct from any funds held on your behalf in our trust account, any fees, expenses or disbursements for which we have provided an invoice.
 - 2.7 **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.
3. **Confidentiality:**
 - 3.1 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:
 - (a) to the extent necessary or desirable to enable us to carry out your instructions; or
 - (b) to the extent required by law or by the Law Society’s *Rules of Conduct and Client Care for Lawyers*.
 - 3.2 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.
 - 3.3 We will of course, not disclose to you confidential information which we have in relation to any other client.
4. **Termination:** You may terminate our retainer at any time. 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*. If our retainer is terminated you must pay us all fees due up to the date of termination and all expenses incurred up to that date.

5. **Retention of Files and Documents:** You authorise us (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.
6. **Conflicts 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*.
7. **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.
8. **Trust Account:** We maintain a trust account for all funds which we receive from clients. If we are holding significant funds on your behalf we will normally lodge those funds on interest bearing deposit with a bank. In that case we may charge a reasonable administration fee.
9. **Client Care Charter:** We are committed to doing our best to ensure that your legal needs are met in this matter. We will:
 - 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.
 - Act competently, in a timely way, and in accordance with instructions received and arrangements made.
 - Provide you with information about the work to be done, who will do it and the way the services will be provided.
 - Protect your privacy and ensure appropriate confidentiality.
 - Treat you fairly, respectfully and without discrimination.
 - Give you clear information and advice.
 - Keep you informed about the work being done and advise you when it is completed.
 - Charge you a fee that is fair and reasonable and let you know how and when you will be billed.
 - 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 the justice system. If you have any questions, please contact us or the Law Society on 0800 261 801 or www.lawsociety.org.nz.

10. **The basis of our charges:** Unless agreed otherwise our fees are based on the range of factors applied by the NZ Law Society, including time, expertise, importance, urgency and results achieved. Details of our charges are available at any time. We also charge for disbursements (court fees, registrations, duties/levies etc) and travel expenses incurred on your behalf. These will be itemised separately, and we will notify you if any fees or disbursements need to be paid for in advance.
11. **Professional indemnity insurance & fidelity fund:** We hold professional indemnity insurance that meets or exceeds standards specified by the Law Society. The Lawyers' Fidelity Fund also provides a limited form of cover up to specified maximums in certain circumstances, generally excluding investment monies.
12. **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 above.
13. **Complaints:** We 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 our services or charges, you may refer your complaint to the person in our firm who has overall responsibility for your work. If you do not wish to refer your complaint to that person, or you are not satisfied with that person's response to your complaint, you may refer your complaint to any other partner.

The Law Society operates the Lawyers Complaints Service and you are able to make a complaint to that service. To do so, phone **0800 261 801** and you will be connected to the nearest Complaints Service Office, which can provide information and advice about making a complaint.
14. **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.

We value an ongoing relationship with you. These Terms are the core basis of our relationship and our commitment to you to attend to your affairs diligently, with an efficient, effective and professional service.