

# **SCHEDULE**

## **TERMS OF ENGAGEMENT & CONFIRMATION OF INSTRUCTIONS**

### **GENERAL**

Solicitors often find their clients are unfamiliar with what is involved in the services being offered, the terms of engagement, or the charges that can result.

My relationship with you is important. Therefore, whenever you instruct me to provide a service, I will confirm the work I will be doing for you and advise you of the anticipated fees and time frame for completing the work. I have adopted this policy because:

- (a) I am committed to continually improving my services; and
- (b) I believe it is important that issues such as price and your expectations of myself should be fully appreciated before I perform any service for you.

### **SPECIFIC TERMS**

#### **1. Basis of retainer**

- 1.1 I accept your instructions to act on your behalf in the matter detailed in this document.
- 1.2 The work I will undertake is that specified in the services section of this document.
- 1.3 Unless you advise otherwise, I will proceed with your instructions on the understanding that you have accepted these Terms of Engagement.

#### **2. Fees (fees & disbursements)**

- 2.1 The fees you should expect are approximately those stated in my Confirmation of Instructions.
- 2.2 Where I cannot predict my fees with any accuracy, due to the nature of the work, my charges will be based on my normal hourly rates, multiplied by the time spent on the task, plus GST, plus disbursements.
- 2.3 In appropriate circumstances my charges will be influenced by other factors, including:
  - (a) The degree of skill and knowledge involved;
  - (b) Any degree of urgency;
  - (c) Difficulty and complexity;
  - (d) The degree of responsibility involved.

- 2.4 **Unquantified fees and ongoing work:** If I have been unable to give you a reasonably accurate estimate of the fees, or if the work is ongoing, I shall report to you regularly and invoice you at regular intervals (unless the matter is nearing completion) so that you are kept informed of the fees involved as the job progresses.
- 2.5 **At any time, you may tell me to stop:** If you do, you will be liable at that point for the fees and expenses I have incurred to that date. Unless you tell me to stop, I shall continue to work on the matter, and you will continue to be liable for ongoing fees.
- 2.6 **Account queries:** Should you have any queries about an invoice that has been rendered, please raise the issue with me.

### 3. **Payment on account of fees**

- 3.1 **Deposits:** I may have asked that you pay a deposit towards the anticipated fees and the disbursements I must pay on your behalf. Payment of the deposit will be noted in your next statement. If a receipt is required before the statement issues, please let me know.

### 4. **Terms regarding payment of accounts**

- 4.1 **Payment of accounts:** Payment of accounts is required on receipt of the invoice. I accept cash, bank cheque or direct credit to my bank account.
- 4.2 **Payment of disbursements:** I may need to pay significant disbursements on your behalf. Sometimes I can anticipate these out of pocket expenses and will send you an account in advance, otherwise these expenses will be included in a subsequent invoice.
- 4.3 **Statements:** Statements will be sent out at appropriate intervals. If payment of the account is not received within 10 working days of the statement date, my accounts department will contact you to determine why. If you have any concerns about the account, please let me know.
- 4.4 **Financial difficulties:** If you have difficulty paying an account, please discuss with me. If necessary I can set up a reasonable payment programme.
- 4.5 **Interest on overdue accounts:** An account is overdue 10 working days after invoice. Interest will be charged if settlement of the account is not made within 20 working days of invoice. Interest is calculated at 2% per month.

- 4.6 **Debt recovery:** If there is no satisfactory explanation for non-payment of the account, I will issue a letter requesting payment within 5 working days. If payment is not forthcoming I may institute debt recovery proceedings. The amount sought will include an interest charge (as per clause 4.5) and collection fees (including solicitor's fees).
- 4.7 **Withholding services on overdue accounts:** When a 5-day letter is issued (as per clause 4.6) I will cease working on your files. Please note, this may result in the lapsing of your rights in certain ongoing matters. I do not accept responsibility for the lapsing of any rights while accounts are overdue.

## 5. General

- 5.1 **Attendance to instructions:** I shall always try to act promptly and efficiently on your instructions, and shall endeavour to report as to my progress in the matter on or before the date specified in any Confirmation of Instructions.
- 5.2 **Insurance:** My firm does not carry professional indemnity insurance.
- 5.3 **Any concerns:** Should you have any concerns about the way your matter is being handled, please talk to me about them. If you are not satisfied after talking to me about your concerns you may complain to the New Zealand Law Society at 0800261801 or [www.lawsociety.org.nz](http://www.lawsociety.org.nz).
- 5.4 **Information privacy:** Unless otherwise permitted by you, all information received from you will be kept confidential, and will be disclosed only to those who need to have that information for me to give effect to your instructions and/or re legally entitled to that information.
- 5.5 **Retaining files:** I shall retain the file in relation to this matter for 7 years, after which, unless I hear from you to the contrary, it will be destroyed. Should you wish to uplift your file you may do so at any time, providing all fees and disbursements are paid.