

TERMS OF ENGAGEMENT

Taylor Law

1 GENERAL

- 1.1 These Standard Terms of Engagement (“Terms”) apply to any current engagement and to any future engagement, whether I, Amanda Taylor, send you another copy of them or not. 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 exclusive jurisdiction.

2 SERVICES

- 2.1 The services I am to provide for you (“the Services”) are outlined in my letter of engagement along with any further instructions that you provide to me in writing (or that I record in writing).

3 COMMUNICATIONS

- 3.1 I will obtain from you contact details, including email address, postal address, and telephone numbers. I may provide documents and other communications to you by email (or other electronic means). You will advise me if any of your contact details change.
- 3.2 I will report to you periodically on the progress of any engagement and will inform you of any material and unexpected delays, significant changes or complications in the work being undertaken. You may request a progress report at any time.

4 FINANCIAL

- 4.1 **Legal Aid:** You are entitled to apply for Legal Aid. I can advise you of the criteria for making an application and can assist you in completing this process also.

Legal Aid is governed by the Legal Services Act 2011 and the associated regulations. Legal Aid is administered through the Ministry of Justice.

If you have a grant of Legal Aid, I will submit invoices in relation to your grant of aid to the Legal Services Commissioner and provide you with copies if requested.

Legal Aid will write to you about any conditions or repayment obligation that you may have in relation to your grant and your rights as an applicant or recipient of Legal Aid.

You should be aware at this time that Legal Aid is not always free. You may be required to repay your Legal Aid grant and / or pay a \$50.00 user charge fee. If you must pay a user charge, this will be deducted from my first invoice to the Ministry and I will collect the money from you. The user charge is always \$50.00; this cannot be changed, and you can only be exempt if you are making a specified application for Legal Aid. I am not allowed to accept any other payments from you. If you are required to repay your Legal Aid grant,

the Ministry will write to you to tell you how much you are required to pay. You should read these letters carefully and keep them for later reference.

You must let Legal Aid know if there is any change in your and / or your partner's contact details, employment status, family circumstances, or financial details. You can do this by letting me know, and I can update them on your behalf.

For further information regarding Legal Aid you can contact the Ministry of Justice on www.justice.govt.nz.

If you elect to make an application for Legal Aid, and instruct me to start working for you before a decision has been made, in the event your application is declined then any work I have undertaken for you will be invoiced at my private rate.

- 4.2 **Private Rate:** The basis upon which I will charge my fees is set out in my engagement letter. It will be on an hourly basis as specified in the Letter of Engagement you receive. Time spent is recorded in six-minute units.

Hourly fees may be adjusted to ensure the fee is fair and reasonable to consider matters such as the complexity, urgency, value, and importance of the Services. Full details of the relevant fee factors are set out in Rule 9 of the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008 (Rules).

- 4.3 **Disbursements and Third-Party Expenses:** In providing the Services I may incur disbursements and payments to third parties on your behalf. You authorise me to incur these disbursements (which may include items such as search fees, court filing fees, registration fees, travel costs, or courier charges) which are reasonably necessary to provide the Services. You also authorise me to make payments to third parties on your behalf which are reasonably required to undertake the Services (which may include items such as experts' costs or counsel's fees). These will be included in my invoice to you, shown as "disbursements" when the expenses are incurred (or in advance when I know I will be incurring them on your behalf).

- 4.4 **GST:** My services will usually attract Goods and Services Tax (GST). If this is the case, GST is payable by you on my fees and charges.

- 4.5 **Invoices:** I will send periodic interim invoices to you, usually monthly, on completion of the matter, or termination of our engagement. I may send you invoices more frequently when I incur a significant expense or undertake a significant amount of work over a shorter period.

- 4.6 **Payment:** Invoices are payable within 14 days of the date of the invoice unless alternative arrangements have been made between us.

If you have difficulty in paying any of my accounts, please contact me promptly so that I may discuss payment arrangements.

If your account is overdue I may:

- a. Require interest to be paid on any amount which is more than 14 days overdue, calculated at the rate of 8% above the overdraft rate that my main trading bank charges me for the period that the invoice is outstanding; or
- b. Stop work on any matters in respect of which I am providing services to you; or

- c. Recover from you in full any costs I incur (including on a lawyer/client basis) in seeking to recover the amounts from you, including my own fees and the fees of any collection agency.

Payment may be made by internet bank transfer to BNZ account: 02-0342-0125217-002, using your surname as the reference.

- 4.7 **Fees and Disbursements in Advance:** As I do not manage a trust account, I do not accept any form of payment in advance.
- 4.8 **Estimates:** You may request an estimate of my fee for undertaking the Services at any time. If possible, I will provide you with an estimate (which may be a range between a minimum and a maximum amount or for a task or step). An estimate is not a quote. Any significant assumptions included in the estimate will be stated and you must tell me if those assumptions are wrong or change. I will inform you if I am likely to exceed the estimate by any substantial amount. Unless specified, an estimate excludes GST, disbursements, and expenses.
- 4.9 **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, you remain responsible for payment to me in accordance with these Terms if the third party fails to pay me.
- 4.10 **Trust Accounting:** I do not operate a trust account. Therefore, I cannot hold money received from you or on your behalf to your credit in trust.
- 4.11 **Lien:** Where work has been done by me but I have not been paid by you, I have the right to retain all documents held on your behalf and correspondence on your files until such time as all amounts owing to me have been paid.

5 CONFIDENTIALITY AND PERSONAL INFORMATION

- 5.1 **Confidence:** I will hold in confidence all information concerning you or your affairs that I acquire while acting for you. I will not disclose any of this information to any other person except:
 - a To the extent necessary or desirable to enable me to carry out your instructions; or
 - b As expressly or impliedly agreed by you; or
 - c As necessary to protect my interests in respect of any complaint or dispute; or
 - d To the extent required or permitted by law.
- 5.2 Confidential information concerning you will as far as practicable be made available only to those who are providing legal services for you, namely me or any agent I appoint to act on my behalf for you upon your consent.
- 5.3 **Personal Information and Privacy:** In my dealings with you I will collect and hold personal information about you. I will use that information to carry out the Services and to contact you about issues I believe may be of interest to you. Provision of personal information is voluntary but if you do not provide full information this may impact on my ability to provide the Services.

- 5.4 Subject to clause 5.1, you authorise me to disclose, in the normal course of performing the Services, such personal information to third parties for the purpose of providing the Services and any other purposes set out in these Terms.
- 5.5 I may disclose your name and address to third parties such as credit agencies to perform a credit reference or to undertake credit management or collection processes if it is reasonable to do so.
- 5.6 The information I collect and hold about you will be kept at my offices and/or at secure file storage sites (including electronic file storage sites) elsewhere. If you are an individual, you have the right to access and correct this information. If you require access, please contact me.
- 5.7 **Verification of Identity:** The Financial Transactions Reporting Act 1996 requires me to collect from you and to retain information required to verify your identity. I may therefore ask you to show me photo documents verifying your identity (such as a passport or driver's licence). I may retain copies of these documents.
- 5.8 **Compliance:** Please refer to section 7 'Compliance' regarding information that may be required to be provided to third parties.

6 DOCUMENTS, RECORDS, AND INFORMATION

- 6.1 I will keep a record of any important documents which I receive or create on your behalf on the following basis:
- a I may keep a record electronically and destroy originals (except where the existence of an original is legally important such as in the case of Court Orders, wills, or deeds).
 - b At any time, I may dispose of documents which are duplicates, or which are trivial (such as emails which do not contain substantive information), or documents which belong to me.
 - c I am not obliged to retain documents or copies where you have requested that I provide them to you or to another person and I have done so, although I am entitled to retain copies for my own records if I wish to do so.
- 6.2 I will provide to you on request copies or originals (at our option) of all documents to which you are entitled under the Privacy Act 1993 or any other law. I may charge you our reasonable costs for doing this.
- 6.3 Where I hold documents that belong to a third party you will need to provide me with that party's written authority to uplift or obtain a copy of that document.
- 6.4 Unless you instruct me in writing otherwise, you authorise me and consent to me (without further reference to you) to destroy (or delete in the case of electronic records) all files and documents in respect of the Services 7 years after our engagement ends (other than any documents that I hold in safe custody for you or are otherwise obliged by law to retain for longer). I may retain documents for longer at my option.
- 6.5 I may, at my option, return documents (either in hard or electronic form) to you rather than retain them. If I choose to do this, I will do so at my expense.

6.6 I own copyright in all documents or work I create in the course of performing the Services but grant you a non-exclusive licence to use and copy the documents as you see fit for your own personal or use. However, you may not permit any third party to copy, adapt, or use the documents without my written permission.

7 COMPLIANCE

7.1 I am obliged to comply with all laws applicable to us in all jurisdictions, including (but not limited to):

- a Anti-money laundering (AML) and countering financing of terrorism (CFT) laws; and
- b Laws relating to tax and client reporting and withholdings.

7.2 I may be required to undertake customer due diligence on you, persons acting on your behalf and other relevant persons such as beneficial owners and controlling persons. I may not be able to begin acting, or to continue acting, for you until that is completed.

7.3 Please ensure that you and/or any of the persons described previously are aware of and consent to this. It is important to ensure that all information provided to me is accurate. If the information required is not provided, or considered by me to be potentially inaccurate, misleading, or in contravention of any law, I may terminate or refuse to enter into an engagement.

8 CONFLICTS OF INTEREST

8.1 I am obliged to protect and promote your interests to the exclusion of the interests of third parties and myself as set out in the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008 (Rules). This may result in a situation arising where I have a conflict of interest.

8.2 I have procedures in place to identify and respond to conflicts of interest or potential 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 Rules. This may mean I cannot act for you further in a matter and I may terminate our engagement.

9 DUTY OF CARE

9.1 My duty of care is to you and not to any other person. I owe no liability to any other person, including for example any family members, employers, or other associates unless I expressly agree in writing. I do not accept any responsibility or liability whatsoever to any third parties who may be affected by my performance of the Services or who may rely on any advice I give, except as expressly agreed by me in writing.

9.2 My advice is not to be referred to in connection with any prospectus, statement, or public document without my written consent.

9.3 My advice is opinion only, based on the facts known to me and on my professional judgement, and is subject to any changes in the law after the date on which the advice is given. I am not liable for errors in, or omissions from, any information provided by third parties.

- 9.4 My advice relates only to each matter in respect of which you engage me. Once that matter is at an end, I will not owe you any duty or liability in respect of any related or other matters unless you specifically engage me in respect of those related or other matters.
- 9.5 Unless otherwise agreed, I may communicate with you and with others by electronic means. I cannot guarantee that these communications will not be lost or affected for some reason beyond my reasonable control, and I will not be liable for any damage or loss caused thereby.

10 TERMINATION

- 10.1 You may terminate our retainer at any time.
- 10.2 I may terminate our retainer in any of the circumstances set out in the Rules including the existence of a conflict of interest, non-payment of fees, or failure to provide instructions.
- 10.3 If our retainer is terminated you must pay me all fees, disbursements, and expenses incurred up to the date of termination.

11 FEEDBACK AND COMPLAINTS

- 11.1 Client satisfaction is one of my primary objectives and feedback from clients is helpful to me. If you would like to comment on any aspect of the service provided by me, including how I can improve my service, please let me know.
- 11.2 If you have any concerns or complaints about my services, please raise them as soon as possible with me. I will inquire into your complaint and endeavour in good faith to resolve the matter with you in a way that is fair to all concerned.
- 11.3 If you are not satisfied with the way I have dealt with your complaint the Law Society has a complaints service to which you may refer the issue. You can call the 0800 number for guidance, lodge a concern, or make a formal complaint. Matters may be directed to:

Lawyers Complaints Service
PO Box 5041
Wellington 6140

Phone: 0800 261 801
Email: complaints@lawsociety.org.nz

To lodge a concern: www.lawsociety.org.nz/for-the-community/lawyers-complaints-service/concerns-form

To make a formal complaint: www.lawsociety.org.nz/for-the-community/lawyers-complaints-service/how-to-make-a-complaint

Yours faithfully,



AMANDA TAYLOR
Barrister & Solicitor