

## Terms of Engagement

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Thank you for choosing to engage Norling Law Limited.

These are our standard Terms of Engagement which include information in regard to our fees and disbursements. Please read these terms and if you have any questions please do not hesitate to ask us.

Once you have read and understood these terms, please complete the information in the table below and sign and return it to us.

Although not compulsory, we would also appreciate it if you completed the Marketing section below.

<b>Date:</b>		<input type="text"/>
<b>Clients Name:</b> (Surname or Company Name)		<input type="text"/>
<b>First Names:</b>		<input type="text"/>
<b>Title:</b> (Dr, Mr, Mrs, Ms, Miss etc)		<input type="text"/>
<b>Contact Name:</b> (If client is a Company, Trust etc)		<input type="text"/>
<b>Contacts position:</b>		<input type="text"/>
<b>Client Address:</b>	<b>Street</b>	<input type="text"/>
	<b>Suburb</b>	<input type="text"/>
	<b>City/Locality</b>	<input type="text"/>
	<b>Country</b>	<input type="text"/>
<b>Postal Address:</b> (if different from above)		<input type="text"/>
		<input type="text"/>
		<input type="text"/>
<b>Phone:</b>	<b>Business</b>	<input type="text"/>
	<b>Mobile</b>	<input type="text"/>
	<b>Home</b>	<input type="text"/>
<b>Email:</b>		<input type="text"/>
<b>Signed by Clients:</b>		<input type="text"/>
		<input type="text"/>

## 1 Services

- 1.1 Unless we otherwise agree with you, these terms and our Letter of Engagement (if any) will govern the relationship between us (subject to 1.3 below) and apply in respect of the services we are to provide for you.
- 1.2 We are required to make certain information available to you about us and our services. This information is contained in our Norling Law Client Care and service information. This includes information about our professional indemnity insurance, the Lawyers' Fidelity Fund, how we calculate our fees, the Law Society's Client Care and Service Information and our complaints procedure. You can view this information on our website at [www.norlinglaw.co.nz](http://www.norlinglaw.co.nz). If you cannot access our website, please advise us and we will provide you with a copy.
- 1.3 We can change the terms of this agreement and our Norling Law Client Care and Service Information by writing to you or by putting the new terms or material on our website.
- 1.4 Any new terms may include:
  - a Coverage provided by our Professional Indemnity Insurance; or
  - b The Lawyers Fidelity Fund; or
  - c Our complaints policy.
- 1.5 The new terms will apply in respect of our past, current and future services from the date we write to you or we put the new terms on our website.

## 2 Limitation on Services

- 2.1 Our services will not include providing you with investment, financial or tax advice or other excluded areas of advice which we advise you of from time to time either by writing to you or by placing advice of that additional limitation on our services on our website.
- 2.2 When our instructions on a matter are completed, our representation of you will come to an end and we will not be obliged to notify you of any subsequent changes in law, nor to provide any further services in relation to the matter

## 3 Fees:

- 3.1 The fees we will charge or the manner in which they will be arrived at, are set out in our engagement letter.
- 3.2 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.
- 3.3 If you request an estimate of fees, we will provide you with one. Any estimate we provide in the engagement letter will be a guide only (based on our experience in similar matters) and is not a fixed fee. The actual fee may be less than, or greater than, the estimate. We will give you a revised estimate if it becomes apparent that at any point the actual fee is likely to significantly exceed the estimate. If we provide you with an estimate of fees, it is given on the basis that (in addition to any further assumptions that may be set out in the engagement letter):
  - a Your instructions are complete;
  - b No unforeseen circumstances arise which require additional work;
  - c You respond to our requests for information or instructions in a timely manner;
  - d Third parties and other lawyers, accountants, business advisers (and the like) involved in the matter are co-operative and reasonable;
  - e Consents and approvals from third parties are given promptly and do not involve protracted negotiations; and
  - f No proceedings, objections or applications are brought that have not already been anticipated by you or us on your behalf.
- 3.4 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. Time spent is recorded in 6-minute units, with time rounded up to the next unit of 6 minutes.
- 3.5 Rates for our fees are reviewed and may change during the

course of your matter. If they do, the revised rate will generally apply to your matter from the date of the change. You are entitled to disclosure of our current rates by request at any time.

## 4 Disbursements and expenses:

- 4.1 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.
- 4.2 We will also charge you fees for office expenses or estimated office expenses.

## 5 GST (if any)

- 5.1 New Zealand GST is payable by you on our fees and charges, unless not required by law.

## 6 Invoices

- 6.1 We will send interim invoices to you, usually monthly and on completion of the matter, or termination of our engagement. We may also send you an invoice when we incur a significant expense.

## 7 Payment:

- 7.1 Invoices are payable within 7 days of the date of the invoice, unless alternative arrangements have been made with us.
- 7.2 If payment is not made on time, then, without prejudice to our other rights, we may:
  - a Charge interest on the outstanding amount at the rate of 12% pa (calculated daily) until payment is made; and/or
  - b Charge you all fees and expenses incurred in collecting the debt from you, including costs on a solicitor/own client basis and/or all debt collector costs; and/or
  - c Stop our work for you immediately.
- 7.3 You authorise us to disclose information about you to any solicitor, debt collector or debt buyer in the event that you default on payment under these terms.

## 8 Fee dispute

- 8.1 If you wish to dispute any invoice of ours you must do so in writing to us before the due date for payment of the invoice, specifying the grounds for the dispute in reasonable detail and setting out the amount you consider is due.
- 8.2 On the due date for the invoice you must pay us the amount you have stated that you consider is due, and must pay into the trust account of another solicitor the balance of the invoice.
- 8.3 That solicitor will hold the funds for you on trust and will provide an engagement letter to you in respect of those funds.
- 8.4 The balance will be applied in accordance with the resolution of the dispute over the invoice.
- 8.5 If you do not follow the above steps you are deemed to have accepted that the invoice is payable in full.
- 8.6 Any dispute will be dealt with as a complaint using the procedure described in clause 4 of our Information for Clients.

## 9 Liability for payment

- 9.1 Each client named in this agreement is jointly and severally liable to us under this agreement. If a client is a company, then each person who signs this agreement on the company's behalf acknowledges that he or she has asked us to supply services to the company, and, in consideration of us supplying services to that company, agrees:
  - a To guarantee the company's payment to us of all money it (from time to time) owes,
  - b That he or she can be treated by us as a principal debtor for that money, and
  - c To indemnify us against all costs, losses, and liabilities we incur or suffer because the company fails to pay us that money.

## 10 Trust Account

- 10.1 We may ask you to pre-pay amounts to our trust account, or to provide security for our fees and expenses. Where you deposit funds into our trust account, you irrevocably authorise and instruct us to deduct any fees and disbursements for which we have

provided an invoice from amounts held in our trust account on your behalf (unless, when you paid the funds into our trust account, you instructed us, in writing, that the funds were for a specific purpose).

- 10.2 We will not hold trust funds in an interest-bearing account unless specifically instructed by you and agreed by us.
- 10.3 From time to time, you may deposit funds into another solicitors' trust account as security for our fees. Where you deposit amounts into another solicitors' trust account, that solicitor will issue you with an engagement letter dealing with their engagement regarding those funds. Where that occurs, you irrevocably authorise and instruct us:
  - a to debit against amounts pre-paid by you to that firm of solicitors; and
  - b require a deduction from any funds held on your behalf in the trust account of that firm of solicitors

any fees, expenses or disbursements for which we have provided an invoice.
- 10.4 In those circumstances, we do not hold (nor are we deemed to hold) any funds on trust for you.

**11 Third Parties:**

- 11.1 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.

**12 Confidentiality**

- 12.1 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.
- 12.2 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.
- 12.3 We will of course, not disclose to you confidential information which we have in relation to any other client.

**13 Electronic communication**

- 13.1 Unless otherwise agreed with you, we may communicate with you at times by electronic communication (email).
- 13.2 Email and electronic transmission of confidential or privileged documents or advice is a convenient method of delivery. However, internet mail is not secure and any communications or documents transmitted may be interfered with, contain computer viruses or other defects and may not be successfully replicated on other systems. We will not be liable for any copying, recording, reading or interference by others during or after a transmission, for any delay or non-delivery or for any damage caused in connection with a transmission.
- 13.3 If you have any doubts about the authenticity of any communications or documents purportedly sent by us, please contact us immediately.

**14 Termination**

- 14.1 Where you give us any instruction and we rely on that instruction (for example, by giving an undertaking to a third party), you may not revoke that instruction. Otherwise, you may terminate our retainer at any time.
- 14.2 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. We may also terminate our engagement, for just cause, on giving you reasonable notice. In particular, we may terminate if any of our accounts are not paid within 14 days after their due date, funds in advance are not paid when asked for or we consider that payment of our fees and disbursements may be at risk.
- 14.3 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.
- 14.4 Despite any termination, you agree to pay our fees and

disbursements, together with GST, incurred up to termination and for any work we are required to do in relation to the matter after termination. Further, the provisions of these terms relating to reliance, confidentiality and ownership of information, files, limitation of liability and governing law shall continue to apply after termination.

**15 Retention and storage of files and documents**

- 15.1 You authorise us (without further reference to you) to retain your files and documents on third party online storage services such as Google Drive, Dropbox and/or OneDrive.
- 15.2 You authorise us (without further reference to you) to destroy all files and documents for this matter (other than any documents that we hold by agreement 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.

**16 Conflicts of Interest**

- 16.1 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.

**17 Duty of Care**

- 17.1 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.

**18 Limitation of liability**

- 18.1 To the extent permitted by law:
  - a our aggregate liability, together with and including that of our partners, consultants and employees, in respect of all causes of action and claims, whether in contract, tort or otherwise, arising in connection with, or in relation to, our engagement is limited to the amount which we receive as indemnification from our professional indemnity insurers for the claim, or to a sum of 10 times the fees invoiced to you during the engagement, whichever is the lower amount;
  - b we shall not be liable, whether in contract, tort or otherwise, for any loss (whether direct or indirect) of profits, business, anticipated savings or other economic loss or for any indirect, special or consequential loss, even if we were or should have been aware of the likelihood of such loss;
  - c you may not bring any action against us, regardless of form, more than one year after the cause of action has arisen; and
  - d any further or specific limitations on the extent of our instructions or obligations, or any limitation or exclusion of liability, will be set in a letter/email of engagement.

**19 General**

- 19.1 These Terms apply to any current engagement and also to any future engagement, whether or not we send you another copy of them.
- 19.2 We are entitled to change these Terms from time to time, in which case we will send you amended Terms.
- 19.3 Our relationship with you is governed by New Zealand law and New Zealand courts have exclusive jurisdiction.

**20 Marketing**

- 20.1 Where did you hear about us? Please tick the appropriate box(s) below:

Our website	
From another person	
Our physical signage	
Our publications	
Digital Advertising	
We have acted for you before	
Other	

*If other, please detail:*

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