

S J SCANNELL & CO

BARRISTERS & SOLICITORS

Dear

Re: **Letter of Engagement**

Pursuant to the Lawyers and Conveyancers Act 2006, we are required to provide you with our Letter of Engagement. Accordingly, please find same attached.

Please confirm your receipt and acceptance of the terms contained in our Letter of Engagement, by signing below and returning this letter to us.

Thank you.

Yours faithfully,

S J SCANNELL & CO

122 Queen Street East, Hastings 4122 – PO Box 804, Hastings 4156, New Zealand

Telephone: (06) 876 6699 – Fax: (06) 876 4114 – Email: office@scannelllaw.co.nz

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LETTER OF ENGAGEMENT

Thank you for contacting us. We will be pleased to act for you in this matter on the basis set out in this Letter of Engagement.

Services to be provided

The following is a summary of the legal services we expect to be providing to you:

-
- Ongoing legal services.

Fees

Fees are charged in accordance with guidelines laid down by the Rules of Professional Conduct of the New Zealand Law Society. In fixing the fee the Firm is entitled to take account of matters such as:

- the time spent
- the skill and knowledge and responsibility required
- the value of property involved
- the complexity novelty importance and urgency of the matter
- the reasonable costs of running a practice
- the result.

Hourly rate(s) where appropriate:

- \$400 plus GST (principal, associate/solicitor)
- \$250 plus GST (legal executive)
- \$150 plus GST (other)

Responsibility for Services

The names and status of the people in our firm who will have the general carriage of or overall responsibility for the services we provide for you are:

Name : **Simon Scannell**

Status : **Principal**

Professional Indemnity Insurance

We hold professional indemnity insurance that meets or exceeds the minimum standards specified by the Law Society. We will provide you with particulars of the minimum standards upon request.

Lawyers' Fidelity Fund

The Law Society maintains the Lawyers' Fidelity Fund for the purpose of providing clients of lawyers with protection against pecuniary loss arising from theft by lawyers. The maximum amount payable by the Fidelity Fund by way of compensation to an individual claimant is limited to \$100,000. Except in certain circumstances specified in the Lawyers and Conveyancers Act 2006, the Fidelity Fund does not cover a client for any loss relating to money that a lawyer is instructed to invest on behalf of the client.

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 are not satisfied with that person's response to your complaint, you may refer your complaint to the law society complaints 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.

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Client Care and Service

The Law Society client care and service information is set out below
Whatever legal services your lawyer is providing, he or she must:

- Act competently, in a timely way, and in accordance with 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 and Client Care for Lawyers. Those obligations are subject to other overriding duties, including duties to the courts and to the justice system.

If you have any questions, please visit www.lawsociety.org.nz or call **0800 261 801**.

Terms of Engagement

These 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

1.1 The services we are to provide for you are outlined in our engagement letter.

2. Financial

2.1 Fees:

- a. The fees 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. Time spent is recorded in 6 minute units, with time rounded up to the next unit of 6 minutes.

2.2 **Disbursements and expenses:** In providing services and completing due diligence required under the Anti-Money Laundering Legislation we may incur disbursements and transaction/administration expenses 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 and charges.

2.4 **Invoices:** 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.

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 5% above our firm's main trading bank's 90-day bank bill buy rate as at the close of business on the date payment became due.

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 expenses or disbursements and fees 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.

2.8 **Legal Aid:** If you apply for and are eligible for assistance from Legal Aid, we will submit invoices in relation to your grant of aid to the Legal Services Commissioner and provide you with copies. The Legal Services Commissioner will write to you about any conditions or repayment obligations that you may have in relation to the grant of legal aid 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 should read these letters carefully and keep them for later reference.

You must let the Legal Services Commissioner know if there is any change in your and your partner's contact details, employment status, family circumstances or financial details.

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; or
- c. as required to comply with the Anti-Money Laundering and Countering Financing of Terrorism Act 2009; or

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- d. as required to comply with the Income Tax Act 2007 and the Tax Administration Act 1994 in respect of obligations owed under an intergovernmental agreement between the New Zealand and United States governments to comply with the United States Foreign Account Tax Compliance Act.
- 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**
- 4.1 You may terminate our retainer at any time.
- 4.2 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.
- 4.3 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.
- 5. Retention of files and documents**
- 5.1 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**
- 6.1 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.
- 7. Trust Account**
- 7.1 We maintain a trust account for all funds which we receive from clients (except monies received for payment of our invoices). 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 will charge an administration fee of 7.5% of the gross interest derived.
- 8. Credit and Identification Enquires**
- 8.1 By engaging us, you authorise us to carry out reasonable credit and identification enquires and you authorise anyone we contact to provide to us any information about you that we reasonably request as part of our credit and identity enquires. You also authorise us to provide information on any amount owed to us, which is overdue for payment, to credit agencies.
- 9. Limitations on our Obligations or Liability**
- 9.1 To the extent permitted by law, our aggregate liability to you (whether in contract, equity, tort, statute, or otherwise) arising out of your engagement of us on a matter (or any series of related matters) is limited to the lesser of:
- * the amount available to be paid out under any relevant insurance held by us, up to a maximum of \$2,000,000.00 inclusive of all claims, costs and expenses
- or
- * five times the amount of our applicable fee (excluding our office services charge, disbursements and GST).
- 9.2 You are the only party who may rely on our advice and you acknowledge that we owe no duty to any other party, whether they are associated with you or not. If you want any other party to rely on our advice, our written agreement is required. If you relay our advice to any other party without our written agreement, you agree to hereby indemnify us against any loss or damage incurred as result thereof.
- 9.3 Our advice is opinion only, based on the facts known to us and on our professional judgment and is subject to any changes in the law after the date on which the advice is given. We are not liable for errors in, or omissions from, any information provided by third parties.
- 9.4 Our advice relates only to each particular matter in respect of which you engage us. Once that matter is at an end, we will not owe you any duty or liability in respect of any related or other matters, unless you specifically instruct us in respect of those related or other matters.
- 9.5 Unless otherwise agreed, we may communicate with you and with others by electronic means. We cannot guarantee that these communications will not be lost or affected for some reason beyond our reasonable control, and we will not be liable for any damage or loss caused thereby.
- 9.6 If you engage us to do work for the purposes of a business, you agree the Consumer Guarantees Act does not apply. Otherwise nothing in this provision limits any rights you have under the Consumer Guarantees Act.
- 10. General**
- 10.1 These Terms apply to any current engagement and also to any future engagement, whether or not we send you another copy of them.
- 10.2 While these are our current terms, we are entitled to change these from time to time. The Terms (including any changes) are available to view on our website www.scannelllaw.co.nz and shall be binding upon you in the place of these Terms.
- 10.3 Our relationship with you is governed by New Zealand law and New Zealand courts have non-exclusive jurisdiction.

If the information in this letter and the Terms of Engagement are acceptable, please sign the attached letter where indicated and return it to us. If you advise your acceptance and/or instruct us to proceed, you will in any event be bound by these terms.