

## Engagement for Provision of Legal Services

Date: 13 March 2020  
Firm Name: Papprills ("the Firm")

| Client Details                                     |                |  |  |
|--|----------------|--|--|
| Name:  | ("the Client") | (If a company - a personal guarantee will be required) |  |
| Postal Address:                                    |                |  |  |
| Telephone:   | Mobile:        | Fax:   |  |
| Email  |                | IRD No(s):   |  |
| Registered for GST:                                | YES / NO       | GST No:  |  |
| Would you like to receive our newsletter by email? |                | YES / NO   |  |

| Services to be Provided   |
|---|
| The following is a summary of the services the Firm expects to be providing to you: |
| Our legal advice regarding  |

| Responsibility for Services  |                        |        |                            |
|--|------------------------|--------|----------------------------|
| The names and status of the professionals in the Firm who will have the general carriage of or overall responsibility for the services we provide are: |                        |        |                            |
| Name   | <b>Jeff McCall</b>     | Status | Partner                    |
| Name   | <b>Margaret Smyth</b>  | Status | Partner                    |
| Name   | <b>David Collins</b>   | Status | Consultant                 |
| Name   | <b>Emma Jackson</b>    | Status | Senior Associate           |
| Name   | <b>Rebecca Maynard</b> | Status | Associate                  |
| Name   | <b>Emma Ioane</b>      | Status | Solicitor                  |
| Name   | <b>Carmen Campos</b>   | Status | Registered Legal Executive |

| Firm's Charges   |                                  |                                  |  |
|--|----------------------------------|----------------------------------|--|
| Details of how the fees the Firm will charge are calculated are set out in clause 1 of the standard terms of engagement below. For the purposes of that clause, the hourly rates charged by the Firm are as follows:   |                                  |                                  |  |
| \$395.00 plus GST<br>(partner/consultant/senior associate)   | \$280.00 plus GST<br>(associate) | \$240.00 plus GST<br>(solicitor) | \$250.00 plus GST<br>(legal executive) |
| The Firm's estimate (see clause 3.3) of its fees for carrying out the Services to be provided referred to above is \$ plus GST, disbursements and office expenses including an initial administrative Office Expenses Fee (covering forms, faxes, toll calls, file maintenance, photocopying, postage etc) of \$100.00 as at today's date, subject to additional disbursement fees as they are incurred during the course of our provision of Services to you. |                                  |                                  |  |

### 1. Principles of Charging

The Firm's fees are charged in accordance with the Lawyers and Conveyancers (Lawyers: Conduct and Client Care) Rules 2008. The matters the Firm is entitled to take into account when fixing fees include:

- 1.1. the time and labour spent;
- 1.2. the skill, specialised knowledge and responsibility required to perform the services properly;
- 1.3. the importance of the matter to the Client and the result achieved;
- 1.4. the urgency and circumstances in which the matter is undertaken and any time limitations imposed;
- 1.5. the degree of risk assumed by the Firm, including the value of property involved;
- 1.6. the complexity, novelty and importance of the matter;
- 1.7. the experience, reputation and ability of the Firm's staff member(s);
- 1.8. the possibility that the acceptance of the Client's instructions will preclude engagement of the Firm by other clients;
- 1.9. whether the fee is fixed or conditional;
- 1.10. any quote or estimate of fees given by the Firm;
- 1.11. any fee agreement entered into between the Firm and the Client;
- 1.12. the reasonable costs of running a practice;
- 1.13. the fee customarily charged in the market and locality for similar legal services.

### 2. Terms of Engagement

- 2.1. The Firm will provide the services set out under the heading "Services to be Provided" above.
- 2.2. These standard terms of engagement apply in respect of all services provided by the Firm to the Client, except to the extent that the Firm has otherwise agreed in writing.
- 2.3. The Client instructing the Firm following receipt of these terms of engagement constitutes acceptance of these terms of engagement in their entirety, whether or not these terms of engagement have been signed by the Client where provided.

### 3. Fees

- 3.1. The Firm will charge the Client a fee for all services provided based on those matters set out under the heading "Principles of Charging" above.
- 3.2. Time and labour spent is calculated based on the hourly rates set out under the heading "Firm's Charges" above. Time spent is recorded in 6-minute units, with time spent rounded up to the next unit. Time and labour are matters on which fees will be based.
- 3.3. Where possible the Firm will give the Client an estimate of fees upon commencement of the retainer. If the Client later requests that further services be provided, the Firm will (where possible) provide an estimate for those further services on request. Any estimate is not binding on the Firm but is a matter on which fees will be based.
- 3.4. Any estimate given by the Firm is based on the assumptions set out in clause 4 below. The Client acknowledges that if any of those assumptions prove to be incorrect then the estimate will be exceeded.
- 3.5. If it appears that the estimate will be exceeded the Firm will advise the Client and obtain instructions from the Client. If the Client instructs the Firm to proceed further the Firm will (where possible) provide an updated estimate on request.
- 3.6. On 1 July 2018, New Zealand Lawyers came under statutory obligations, pursuant to the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (AML/CFT). We must carry out extra work on our client files which may include identification of clients and clients' sources of wealth and/or income, assessment of AML/CFT risk in transactions and the reporting of certain transactions to the New Zealand Police Financial Intelligence Unit (FIU).
- 3.7. We are entitled to charge a reasonable fee for any AML/CFT work carried out in addition to our fees for legal work done for you.

[Please note that if we receive \$1,000.00 or more into the Pappriills Trust Account for an overseas source for you or if we pay \$1,000.00 or more out to an off-shore bank account for you, then we must complete prescribed transaction reporting to the FIU and we will charge a fee of \$150.00 plus GST for reporting on each payment.]

### 4. Basis of Estimates

In giving any estimate, the Firm has made the following assumptions in relation to the most cost sensitive aspects of the services:

- 4.1. No work will be required beyond the services set out under the heading "Services to be Provided" above.
- 4.2. The substantive commercial terms of the transaction have been agreed and understood between the Client and all other parties before the Firm commences work.
- 4.3. Other parties to the transaction and their advisors are co-operative, act in good faith and are not unreasonable, and do not bring any proceedings, objections or applications that have not been already anticipated by the Client or by the Firm.
- 4.4. Consents and approvals from third parties are given promptly and do not involve protracted negotiations.
- 4.5. Relevant regulators, government agencies and authorities do not adopt any unusual stances or unusual interest in the matter.
- 4.6. Any required redrafting of key documents will not be extensive.

### 5. Invoices

- 5.1. The Firm will send invoices for all fees charged.
- 5.2. For property and similar transactional matters, the Firm will in general send an invoice at the time of settlement or on completion of the work, subject to clause 6.2 below.
- 5.3. For all other matters, the Firm will in general send interim invoices (usually on a monthly basis) and will invoice on completion of the matter or earlier termination of the Firm's retainer, subject to clause 6.2 below.
- 5.4. Although the Client may expect to be reimbursed by a third party for the Firm's fees and expenses and although the Firm's invoices may where appropriate be directed to a third party, the Client nevertheless remains responsible for payment to the Firm if the third party fails to pay it.

### 6. Office Expenses and Disbursements

- 6.1. In providing services the Firm may have to make payments to third parties on your behalf, for example filing fees, search fees and agency fees ("disbursements"). These will be included in the Firm's invoice.
- 6.2. The Firm may require advance payment of disbursements or of an approximate amount to cover anticipated disbursements. Any amount not used to cover disbursements will be credited to the Client's invoice. Any shortfall will be included in the Client's invoice.
- 6.3. Where the Firm is required to instruct any other person (including another firm), the Firm will require advance payment of an approximate amount to cover that person's anticipated fees. The Firm may require the Client to enter a payment arrangement directly with that person.

### 7. Payment of Account

- 7.1. The Client will pay all invoices rendered by the Firm for any services provided together with all disbursements incurred by the Firm in carrying out services provided within 7 days of the date of the invoice, unless alternative arrangements have been made with the Firm prior to the date of the invoice.
- 7.2. The Firm may require interest to be paid on any amount which is more than 14 days overdue. Interest will be calculated at the rate of 5% above the Firm's bank overdraft rate applying at the date payment became due.

### 8. Funds on Deposit/In Our Trust Account

- 8.1. If we place funds on deposit, we will charge a standard 6% fee of gross interest, to cover the costs of administration, risk and placement of funds.
- 8.2. The Foreign Account Tax Compliance Act is a 2010 United States of America Federal Law means we are unable to place fund on interest bearing deposit account (IBD) for you unless you have signed a declaration as to your FATCA status. The costs of generating the necessary documents, having you execute them and liaising with our bank may mean it is uneconomic to place funds on IBD. You therefore acknowledge that we will only consider placing funds on IBD for your net interest likely to be earned will exceed \$150.00, which is the approximate cost to you for completion of the FATCA process.

**9. Pre-payment and Deductions**

- 9.1. The Firm may ask the Client to pre-pay amounts to the firm;
- 9.2. The Client authorises the Firm to debit any amounts owing to the Firm by the Client against any amount pre-paid by the Client;
- 9.3. The Client authorises the Firm to debit any amounts owing to the Firm by the Client from any funds held on behalf of the Client in the Firm's trust account.

**10. Termination**

- 10.1. The Firm may terminate this retainer in any of the circumstances set out in the Lawyers and Conveyances (Lawyers: Conduct and Client Care) Rules 2008.
- 10.2. The Client may terminate this retainer at any time.
- 10.3. If this retainer is terminated the Client will pay the Firm all fees due up to the date of termination and all disbursements incurred.

**11. Lien**

Where any amount owed by the Client to the Firm has not been paid, the Client agrees that the Firm has a lien over all original documents and correspondence held on behalf of or in relation to the Client and therefore has the right to retain those documents and correspondence until such time as all outstanding amounts have been paid. The Firm may at its discretion accept a personal undertaking to pay those amounts from such other firm of solicitors instructed by the Client in lieu of payment.

**12. Retention of File**

The Client requests the Firm to retain the Client's file after completion of the work and agrees that the file may be destroyed at the firm's discretion after 3 years, subject to any statutory requirements to retain records for any longer period for tax purposes.

*I/We accept the terms of this Memorandum.*

\_\_\_\_\_  
**Client**

\_\_\_\_\_  
**for Papprills**

**Date:** \_\_\_\_\_

**Guarantor Details**

Name:

Residential Address:

Telephone:

Fax:

*I agree to guarantee the obligations of \_\_\_\_\_ Limited in all respects as if I was the principal debtor and  
I acknowledge that no waiver or granting of time or other indulgence entered by you to \_\_\_\_\_ Limited  
shall release me from my obligation.*

**Signed by the Guarantor:**

\_\_\_\_\_  
Guarantor sign here

**in the presence of:**

\_\_\_\_\_  
Witness sign here

\_\_\_\_\_  
Witness name

\_\_\_\_\_  
Witness Occupation

\_\_\_\_\_  
Witnesses City / Town of Residence

**Date:** \_\_\_\_\_

## Information for Clients

Set out below is the information required by the *Rules of Conduct and Client Care for Lawyers* of the New Zealand Law Society ("Law Society").

### 1 Fees:

The basis on which fees will be charged and when payment of fees is to be made are set out in our Terms of Engagement.

We may deduct from any funds held on your behalf in our trust account any fees, expenses or disbursements including AML/CFT fees for which we have provided an invoice.

### 2 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.

### 3 Lawyers Fidelity Fund:

The Law Society maintains the Lawyers Fidelity Fund for the purposes 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 \$100,000.00. Except in certain circumstances specified in the Lawyers & 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.

### 4 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 partner of the firm or, if the person who has the overall responsibility for your work is a partner, any other partner.

**He/she may be contacted as follows:**

- by letter;
- by email at the email address listed on our website ([www.papprills.co.nz](http://www.papprills.co.nz));
- by telephoning him/her at 03 379 2800.

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.

### 5 Persons Responsible for the Work:

The names and status of the person or persons who will have the general carriage of or overall responsibility for the services we provide for you are set out in our Terms of Engagement.

### 6 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.lawyers.org.nz](http://www.lawyers.org.nz) or call **0800 261 801**.

### 7 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 in our Terms of Engagement.