

# ECD

Lawyers

## Legal Services & Solutions

Level 1, 43 High Street, Auckland 1010, New Zealand

PO Box 105-629, Auckland 1143 / DX CP24032

e-mail: [mail@ecd-legal.co.nz](mailto:mail@ecd-legal.co.nz)

website: [www.ecd-legal.co.nz](http://www.ecd-legal.co.nz)

Tel. (09) 300 3301 Fax (09) 300 3305

### **STANDARD TERMS OF ENGAGEMENT**

In each case before providing legal advice or otherwise accepting instructions we require a signed and returned (or otherwise acknowledged) letter of engagement. The letter of engagement will specify the work to be done, as far as that is possible. The amount to be charged will be set out or estimated or the manner in which that will be calculated will be agreed.

The specific content of each letter of engagement will vary from instruction to instruction, however we set out below general terms of engagement for your information.

#### PERSONS RESPONSIBLE FOR YOUR WORK

The Partners of ECD are Aaron Nicholls and Chris Dickie.

The employed or "staff" solicitors are Samantha Roche and Sophie Rhind.

Their hourly charge out rates, are:

1. Aaron Nicholls                      \$350.00 Plus GST and Disbursements.
2. Chris Dickie                         \$400.00 Plus GST and Disbursements
3. Sophie Rhind                        \$250.00 Plus GST and Disbursements.
4. Samantha Roche                    \$200.00 Plus GST and Disbursements.

Where necessary we may instruct a barrister or other outside professional to assist or consult. This will be discussed and agreed with you ahead of time.

/Cont'd.

**EDWARDS CLARK DICKIE**THE BASIS OF OUR CHARGES

We will endeavour to provide a fixed price for work where it is appropriate and practical to do so. If we don't provide a fixed price then we will provide our best estimate for each stage of work to be undertaken. In some cases it will not be possible to do either of those things – due to the complexity and or uncertainty of the work, such as in some litigation matters. In which case our attendances will be costed on a time engaged basis at the hourly charge out rate of the lawyer working on the matter, plus GST and disbursements. No amount is added to disbursements, they are simply costs recovered. Where time is recorded it is in 6 minute blocks ("Units") i.e. 10 Units is one hour. One Unit is the smallest amount of time recorded.

BILLING ARRANGEMENTS

For most matters we will require a retainer of approximately 50% of the fixed or estimated fee to be paid up front. This will held in our trust account and debited for our fees when an invoice is raised. We will issue interim accounts, either monthly or as agreed stages are reached, while work is in progress with a final bill and statement on completion. We will deduct from funds received or held on your behalf any fees, disbursements or expenses for which we have raised an invoice. Acceptance of these terms is your authority in that respect. In any circumstances where a retainer is not provided or refreshed as required, work will cease on your matter.

If in an individual situation we consider it necessary and appropriate - such as if we are instructed on a very significant piece of litigation, we may require security for our fee to be provided by you, potentially by way of a registered mortgage over real property or a security on the personal property securities register. This would only occur in extraordinary circumstances.

RETENTION OF RECORDS

The majority of correspondence on all matters is undertaken via e-mail. To keep costs down it is not the policy of this firm to necessarily print every e-mail and retain a hard copy thereof. Electronic copies are retained. The most significant original documentation is held securely in our deeds room. In the situation where you uplift your file for any reason you agree that we will provide emails and some other documentation to you in electronic form such as on a flash drive.

/Cont'd.

PROFESSIONAL INDEMNITY INSURANCE AND FIDELITY FUND

We hold professional indemnity insurance that meets or exceeds standards specified by the Law Society. The Lawyers' Fidelity Fund also provides a limited form of cover up to specified maximums in certain circumstances, generally excluding investment monies.

CLIENT CARE CHARTER

As set out in the preface of the Rules of Conduct and Client Care for Lawyers, we will:-

1. Protect and promote your interests and act for you free from compromising influences or loyalties.
2. Discuss with you your objectives and how they should best be achieved.
3. Act competently, in a timely way, and in accordance with instructions received and arrangements made.
4. Provide you with information about the work to be done, who will do it and the way the services will be provided.
5. Protect your privacy and ensure appropriate confidentiality.
6. Treat you fairly, respectfully and without discrimination.
7. Give you clear information and advice.
8. Keep you informed about the work being done and advise you when it is completed.
9. Charge you a fee that is fair and reasonable and let you know how and when you will be billed.
10. 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.

Cont'd.

**EDWARDS CLARK DICKIE**

Those obligations are subject to other overriding duties, including duties to the courts and the justice system. If you have any questions, please contact us on 09-300-3301, or the New Zealand Law Society on 04-472-7837, or [inquiries@lawsociety.org.nz](mailto:inquiries@lawsociety.org.nz).

COMPLAINTS

If you have any concerns or complaints that you prefer not to raise with the partner named above with overall responsibility for this matter, please contact either of the other partners. We are committed to resolving any issues as soon as possible.

You can also contact the NZ Law Society's Lawyer's Complaints Service at 26 Waring Taylor Street, Wellington, PO Box 5041 Lambton Quay, Wellington, Ph: 04-472-7837, Fax: 04-463-2997.

COMPLETION

When this matter is completed, we will advise you accordingly and provide a brief summary of work undertaken if we have not already done so. Where appropriate, we will also identify any necessary future action that may be required.

To comply with the Rules of Conduct and Client Care for Lawyers, disclosure has to be made to you of the above terms. Accordingly, would you please sign and return the duplicate copy of this letter.

Yours faithfully

  
**AARON NICHOLLS**  
Partner  
[nicholls@ecd-legal.co.nz](mailto:nicholls@ecd-legal.co.nz)

I confirm I have read and understood the terms of engagement and instruct you accordingly.

.....