

Terms of Engagement

November 2026

These Terms of Engagement apply unless we agree otherwise with you in writing. “We”, “us” and “our” mean Nelson James Law Limited. “You” and “your” mean our client.

1 Scope of our role

We will represent and advise you on the legal matters within the scope of your instructions that we have agreed to accept.

Our engagement email or letter identifies the client, matter, scope, purpose, fee arrangement, any agreed timetable, any matter-specific terms, and the name and status of the lawyer with overall responsibility for your matter. If that email or letter conflicts with these Terms, it prevails to the extent of the conflict. Any material change to our engagement must be recorded in writing.

Our duties are owed only to the client named in our engagement email or letter. They do not extend to shareholders, directors, family members, or related or associated persons or entities. No other person may rely on our advice unless we expressly agree in writing.

We are not responsible for a matter until we confirm in writing that we accept the engagement. Until then, you remain responsible for protecting your position and meeting any deadlines.

Our advice is based on the law and information available when it is given and is provided for the purpose of the particular matter.

We do not provide tax advice unless we expressly agree to do so.

2 Confidentiality

We will hold in strict confidence all information acquired in the course of our professional relationship. We may disclose it only as authorised by you, as reasonably necessary to provide our services, or as permitted or required by law or our professional obligations.

3 Conflicts of interest

If an actual or potential conflict arises, we will discuss with you how it should be managed, unless our duties prevent us from disclosing the conflict.

If we can no longer discharge our obligations to all affected clients, we will cease acting for all of them unless the Rules of Conduct and Client Care permit us to continue acting for a client with the required informed consent.

4 Fees, expenses and billing

4.1 Fees

Our engagement email or letter will set out how our fees are calculated, including any hourly rates, fixed fee or other agreed arrangement. Fees are GST exclusive unless otherwise stated.

Unless we agree a fixed or other fee, our fees will generally be based on the time spent on your matter at the agreed hourly rates. We may also take into account the factors relevant under the Rules of Conduct and Client Care, including the complexity, urgency, skill and responsibility involved, the importance of the matter and the result achieved. Our fees will always be fair and reasonable.

We may change our hourly rates by giving you reasonable notice. Any change will apply only to work done after the change takes effect.

4.2 Estimates and fixed fees

Any estimate is based on the information and assumptions reasonably available to us at the time and is not a fixed fee unless we expressly say so. We will tell you promptly if it becomes apparent that an estimate is likely to be exceeded.

A fixed fee applies only to the agreed scope and assumptions. If the scope materially changes, we will discuss any change to the fee with you and record it in writing.

4.3 Expenses and disbursements

You authorise us to incur reasonable third-party costs necessary for your matter, such as filing, search, expert and external counsel fees.

We may require you to pay third-party costs directly. Where we pay a third-party cost on your behalf, we will invoice you for reimbursement at cost, identify it separately and show the GST treatment. We do not receive money to hold pending payment of third-party costs.

4.4 Invoices

We may invoice you fortnightly, when a significant amount of work or expense has been incurred, and when our engagement ends. Our invoices will identify the work undertaken and the fees and expenses charged.

4.5 Payment

Invoices are payable within 14 days unless we agree otherwise. If another person has agreed or is expected to pay our invoice, you remain responsible for payment if they do not. Payment by another person does not make them our client or entitle them to information about your matter.

If an invoice remains unpaid after its due date, we will contact you to discuss it. We may suspend work or terminate our engagement, subject to our professional obligations. You must also reimburse any reasonable external costs we incur in recovering overdue amounts.

5 Liability

To the maximum extent permitted by law, and subject to any different limit stated in our engagement email or letter, our total aggregate liability arising from or relating to any matter or series of related matters is limited to the lesser of \$100,000 or four times the professional fees paid or payable for the matter, excluding GST and disbursements.

We are not liable for indirect or consequential loss, loss caused by inaccurate or incomplete information or instructions, or the acts or omissions of third parties. If you or another person contributed to the loss, our liability is limited to the proportion fairly attributable to us.

All legal services are provided by Nelson James Law Limited. You agree not to bring any claim personally against its directors, employees, consultants or contractors. Those persons may rely on and enforce this clause.

Nothing in these Terms limits liability that cannot lawfully be limited.

6 Electronic services and communication

We may communicate and store information electronically and use technology, including artificial intelligence, in providing our services. We take reasonable steps to protect confidentiality, privacy and security and remain professionally responsible for our work.

Electronic communications and services carry risks outside our control, and we cannot guarantee that they will always be secure or error-free.

You must tell us promptly if your contact details change.

7 Identity and regulatory requirements

We may require information to verify your identity, authority, source of funds or other matters to meet our legal and professional obligations. You must provide requested information promptly. We may decline or cease to act if we cannot complete any required checks.

8 Intellectual property

We retain all intellectual property rights in work we create for you. We grant you a perpetual, royalty-free licence to use that work for the purpose for which it was prepared.

9 Ending our engagement

Our engagement ends when we tell you that the agreed scope of work is complete. You may end our engagement at any time. We may cease acting for good cause and on reasonable notice as permitted

by the Rules of Conduct and Client Care, including for non-payment or failure to provide timely instructions or information.

When our work is complete, we will tell you and, where appropriate, identify any further action you need to take.

After our engagement ends, we are not responsible for providing further advice or monitoring changes in the law or your circumstances. You remain responsible for fees and expenses already incurred. Our continuing professional obligations, including confidentiality, are unaffected.

If we cease acting, we will give reasonable notice stating the grounds and, where required, reasonable assistance to enable you to find another lawyer

10 Files and documents

We may retain your file for as long as reasonably required for legal, regulatory, insurance or professional purposes, and may then destroy it securely without further notice, except for documents we are required to retain or return. We may return documents to you instead of retaining them.

If you request your file, we will provide documents you are entitled to receive without undue delay, subject to any lawful lien or other legal or professional obligation. We may charge reasonable copying or delivery costs.

11 Trust account

We do not operate a trust account and have elected not to receive or hold money or other valuable property in trust for any person.

12 Governing law

Our relationship is governed by New Zealand law. New Zealand courts have exclusive jurisdiction.

Client service information

We must meet our professional obligations under the Rules of Conduct and Client Care for Lawyers.

13 Client care and service

When providing regulated legal services, we 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 in which 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; and
- 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.

14 Person/s responsible for your work

We will advise you in the engagement email or letter of the name and status of the lawyer who has overall responsibility for your work on each matter.

15 Complaints

If you have concerns about our work or conduct, we encourage you to raise them with us directly if you feel comfortable doing so. We will consider your concerns objectively and try to resolve them fairly and promptly.

We do not charge for time spent receiving, considering or responding to a complaint about our services.

You may also contact the New Zealand Law Society Lawyers Complaints Service on 0800 261 801 or complaints@lawsociety.org.nz.

16 Professional indemnity insurance

We do not currently, and are not required to, hold professional indemnity insurance.

17 Fidelity fund

The New Zealand Law Society maintains the Lawyers' Fidelity Fund to compensate certain pecuniary losses caused by theft by lawyers. It does not cover negligence, breach of duty or other professional misconduct, generally does not cover money entrusted to a lawyer for investment, and is limited to \$100,000 for each claimant. Because we do not receive or hold client money or property in trust, the Fidelity Fund does not provide cover in relation to our services.