

# TERMS & CONDITIONS OF SERVICE

*The following sets out the Terms and Conditions upon which you may instruct us to act for you.*

1. **INSTRUCTIONS:** We will only act on your client instructions.

Where instructions cannot be reasonably obtained from you we will stop work until clear instructions are received.

By instructing us you accept liability to pay our account for our professional services that we may render in respect of such instructions.

If you instruct us on behalf of someone else you are liable to pay our account unless other arrangements have been agreed in writing. If you are instructing us as a director or officer of a company or as a trustee, then you are the person liable for our account in the event of the company or trust failing to pay.

2. **HOW WE CHARGE:** Unless otherwise agreed our fee is based on the hourly rates quoted in our rate card (attached).

In addition to our fee plus GST (if any) you are also responsible to pay any other charges or disbursements we incur.

3. **ESTIMATE OF COSTS:** Where requested we will provide an estimate of costs. Please note that this is not a quote.

Many investigation matters are complex and necessarily involve other people with consequential unpredictability. Accordingly, from time to time we may review our instructions, our estimate of costs and the amount of any advance on account of costs.

4. **HOW YOU PAY:** We will send to you an account upon the completion of the work or on termination of our services but may also during the course of completing the work send you interim accounts.

We may ask you to pay to us an advance on account of fees and/or other charges yet to be incurred. Where a request for an advance on account of fees is made we will not carry out work (or instruct others to carry out work) for you until this is paid to us in cleared funds.

You agree to pay our account no later than the 20<sup>th</sup> of the month following its date of issue (i.e. date on our invoice).

If you do not pay within seven (7) days we may:

a) Charge you interest at 20% per annum calculated on a daily basis on the outstanding balance of the debt from the day our account was first due, until payment in full is made;

and/or

b) Charge you the cost of recovery or attempted recovery of any outstanding debt owed to us; and/or

c) Stop doing further investigative work for you.

5. **OUR RESPONSIBILITY:** We will keep you informed of the work we are carrying out for you and will carry that work out to a proper and professional standard.

6. **COPYRIGHT:** Copyright of all documents drafted by us will remain the property of Scope Investigations at all times. You are entitled to use the documents for the specific purpose for which they are prepared but for no other purpose.

7. **DURATION OF THESE TERMS:** These Terms and Conditions may be amended by us from time to time. Once accepted by you these Terms and Conditions will apply to all future investigative work carried out by us for you.

8. **TERMINATION:** You may terminate our services at any time. If our services are terminated you must pay us all fees due up to the date of termination and all expenses incurred up to that date.

9. **ACCEPTANCE OF THESE TERMS AND CONDITIONS:** You agree to accept the above terms and conditions – if you instruct us to act for you after having received notice of this document and/or you return to us the signed acknowledgement below and/or you email back (your confirmation of these terms) to our office.

10. **GOVERNING LAW:** All matters arising from this retainer will be governed by the Laws of New Zealand and be subject to the exclusive jurisdiction of the New Zealand courts sitting nearest to our offices.

# INFORMATION FOR CLIENTS

11. **CLIENT CARE AND SERVICE INFORMATION:** Whatever investigative or consulting services we are providing – we will:

- a) Act competently, in a timely way, and in accordance with instructions received and arrangements made.
- b) Protect and promote your interests and act for you free from compromising influences or loyalties.
- c) Discuss with you your objectives and how they should best be achieved.
- d) Provide you with information about the work to be done, who will do it and the way the services will be provided.
- e) Charge you a fee in accordance with our attached schedule of fees – and will let you know how and when you will be billed should some of the billing take place before our work has concluded. Give you clear information and advice.
- f) Protect your privacy and ensure appropriate confidentiality.
- g) Treat you fairly, respectfully and without discrimination.
- h) Keep you informed about the work being done and advise you when it's completed.
- i) Let you know how to make a complaint and deal with any complaint promptly and fairly.

12. **COMPLAINTS PROCEDURE:** 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 Hamish KERR, Director, by letter, telephone (09) 529 7575 or email at [Hamish@scope.co.nz](mailto:Hamish@scope.co.nz)

13. **PERSONS RESPONSIBLE FOR THE WORK:** The names and status of the person or persons who will have the overall responsibility for the work we do for you will be discussed with you before commencement of the work.

**CLIENT DETAILS AND ACKNOWLEDGEMENT**

**OPTION A**

**Please email back your confirmation of our terms and verification to confirm that you have received this information. Once this has been received by our office we will undertake the work requested.**

**OPTION B**

Please provide the following details, sign the acknowledgement below and return this document by fax to us so that we may begin the work for you:

Full name(s): \_\_\_\_\_

Postal Address: \_\_\_\_\_

Occupation(s): \_\_\_\_\_

Contact Numbers:           Home \_\_\_\_\_

  Work \_\_\_\_\_

  Mobile \_\_\_\_\_

Email Address: \_\_\_\_\_

You acknowledge that by signing below, you have received a copy of, read and accepted the Scope Investigations Terms and Conditions of Service.

Signature(s) \_\_\_\_\_

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