

{Date}

{Business Name}

{Address}

Attention: {Contact person}

Email: {Contact email}

Dear {Contact Person}

**LETTER OF ENGAGEMENT – TERMS AND CONDITIONS AND PRIVACY POLICY FOR  
{BUSINESS NAME}**

1. We write further to your instructions.
2. This letter, together with:
  - 2.1 information for all clients, (provided on our website [here](#)); and
  - 2.2 our terms and conditions, (provided on our website [here](#));

forms the core basis of our relationship and commitment to you, and you should retain these documents. If you have any queries regarding this information, please do not hesitate to contact the writer.

3. If for any reason you are unable to access the information and terms from the above links please contact the writer and we will arrange to provide hard copies to you.
4. Our terms and conditions may be updated from time to time without further notice to you and any changes will be published on our website.

**Responsibility for your work**

5. The writer will be primarily responsible for this matter. If you have any queries you can contact the writer. You can also contact the writer's supervising partner Wade Hansen if you have any concerns.

**Summary of instructions and services to be provided**

6. You have instructed us to draft and review your Terms and Conditions and Privacy Policy for {Business Name}.

**Charges**

7. Our fees are based on a range of factors applied by the New Zealand Law Society, including time, hourly rates, value, the nature of the work and the complexity involved, risk, expertise, importance, urgency and results achieved.

**Fee**

8. Our fee to complete your matter is \$1,725.00 including GST and office expenses (please refer to paragraph 2 of our Terms and Conditions of Engagement).
9. We confirm that you have paid \$1725.00 in advance. That sum will be held on trust in your name in our trust account and applied to payment of our fees upon completion of the work set out in paragraph 6.
10. If there is further work involved over and above that for which we have estimated then, such work will be notified to you in advance and prior to any cost being incurred by you, and then only charged to you in accordance within the range of factors applied by the New Zealand Law Society as set out above.

**Further action**

11. Thank you for completing the questionnaire on our website. Your instructions have been reviewed and your document(s) drafted in accordance with your instructions And an experienced commercial solicitor has reviewed the final document against your circumstances and the draft Terms and Conditions document is attached with this letter.
12. We are happy to discuss the terms of the document or any specific clauses you might have questions about prior to using the document in your business. Please call me to clarify any questions you might have.
13. We take this opportunity of thanking you for your instructions on this matter and look forward to working with you again in future.

Yours faithfully

**SMITH AND PARTNERS**



**Bret Gower**

ASSOCIATE

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PARTNER: W R Hansen