

Standard Terms of Engagement

These Standard Terms of Engagement (“Terms”) apply in respect of all work carried out by us for you, except to the extent that we otherwise agree with you in writing.

1 Services

The services which we are to provide for you are outlined in our letter of engagement.

2 Financial

2.1 Fees:

- (a) The fees which we will charge, or the manner in which they will be arrived at, are set out in our letter of engagement.
- (b) If the letter of engagement specifies a fixed fee, we will charge this for the agreed scope of our services. Work which falls outside that scope will be charged on an hourly rate basis. We will advise you as soon as reasonably practicable if it becomes necessary for us to provide services outside the agreed scope and if requested, give you an estimate of the likely amount of the further costs.
- (c) Where our fees are calculated on an hourly basis, the hourly rates are set out in our letter of engagement. The differences in those rates reflect the experience and specialisation of our professional staff. Time spent is recorded in 6 minute units, with time rounded up to the next unit of 6 minutes.

2.2 Disbursements and Out of Pocket Expenses:

In providing services we may incur disbursements or have to make payments to third parties on your behalf (for example filing fees, search fees, etc). These will be included in our invoice to you when the expense is incurred. We may require an advance payment for the disbursements or expenses which we will be incurring on your behalf.

2.3 GST (if any):

GST is payable by you on our fees and charges.

2.4 Invoices:

We will send interim invoices to you, usually monthly and on completion of the matter, or termination of our engagement. We may also send you an invoice when we incur a significant expense.

2.5 Payment:

Invoices are payable immediately upon the date of the invoice, unless alternative prior written arrangements have been made with us. We may require interest to be paid on any amount which is more than seven days overdue. Interest will be calculated at the rate of 5% above our firm’s main trading bank’s 90 day bank bill rate as at the close of business on the date payment became due.

2.6 *Security:*

We may ask you to pre-pay amounts to us, or to provide security for our fees and expenses. You authorise us:

- (a) To debit against amounts pre-paid by you; and
- (b) To deduct from any funds held on your behalf in our trust account, any fees, expenses or disbursements for which we have provided an invoice.

2.7 *Third Parties:*

Although you may expect to be reimbursed by a third party for our fees and expenses, and although our invoices may at your request or with your approval be directed to a third party, nevertheless as our client you remain responsible for payment to us if the third party fails to pay us.

2.8 *Lien:*

When we do work for you, but have not been paid by you, then we have the right to retain the original documents and your files until such time as all outstanding fees, disbursements and other expenses have been paid. This is known as a lien. This may be in circumstances where you decide, for whatever reason, to instruct another law firm. You must pay in cleared funds all outstanding fees and disbursements, etc before we release your files to your new solicitor. Alternatively, that other law firm may be obliged to give an undertaking to us to protect us for our fees and disbursements before your file is released.

3 **Confidentiality**

We will hold in confidence all information concerning you or your affairs that we acquire during the course of acting for you. We will not disclose any of this information to any other person except:

- (a) To the extent necessary or desirable to enable us to carry out your instructions; or
- (b) To the extent required by law or by the Law Society's *Rules of Conduct and Client Care for Lawyers*.

Confidential information concerning you will as far as practicable be made available only to those within our firm who are providing legal services for you.

We will of course not disclose to you confidential information which we have in relation to any other client.

4 **Termination**

You may terminate our retainer at any time.

We may terminate our retainer in any of the circumstances set out in the Law Society's *Rules of Conduct and Client Care for Lawyers*.

If our retainer is terminated you must pay us all fees due up to the date of termination and all expenses incurred up to that date.

5 Retention of Files and Documents

You authorise us (without further reference to you) to destroy all files and documents for this matter (other than any documents that we hold in safe custody for you) seven years after our engagement ends, or earlier if we have converted those files and documents to an electronic format.

6 Conflicts of Interest

We have procedures in place to identify and respond to conflicts of interest. If a conflict of interest arises, we will advise you of this and follow the requirements and procedures set out in the Law Society's *Rules of Conduct and Client Care for Lawyers*.

7 Duty of Care

Our duty of care is to you personally and not to any other person. Before any other person may rely on our advice, we must expressly agree to this in writing.

8 Trust Account

We maintain a trust account for all funds which we receive from clients (except monies received for payment of our invoices). If we are holding significant funds on your behalf, we will normally lodge those funds on interest bearing deposit with a bank. In that case we will charge an administration fee of 5% of the interest derived.

9 General

These Terms apply to any current engagement and also to any future engagement, whether or not we send you another copy of them.

We are entitled to change these Terms from time to time, in which case we will send you amended Terms.

Our relationship with you is governed by New Zealand law and New Zealand courts have non-exclusive jurisdiction.