



OUR TERMS OF ENGAGEMENT

The following Standard Terms of Engagement (“Terms”) apply to all work we carry out according to your instructions unless we otherwise agree with you in writing.

1 Services

- 1.1 Our engagement letter outlines the specific matter you have engaged us for and the services we have agreed to provide you in respect of the matter.

2 Financial

2.1 Fees:

- a The engagement letter sets out the estimate of our fees and the manner in which it will be calculated.
- b Where a fixed fee is agreed, we require your payment in lump sum to our trust account prior to commencing our work unless otherwise agreed in writing.
- c Where you instruct us, or it becomes necessary for us, to do any work that falls outside the agreed services outlined in the engagement letter, we will advise you as soon as reasonably practicable that you will incur further costs. If requested, we will give you an estimate of the likely amount of the further costs.
- d Where our fees are agreed to be calculated on an hourly basis, the hourly rates are set out in our engagement letter. As outlined in the engagement letter, our rates are subject to the nature of the work done and/ or the experience and specialisation of our professional staff.
- e Time spent is recorded in 6 minute units, with time rounded up to the next unit of 6 minutes.
- f Where it is agreed that the whole or part of our fees are contingent on a certain outcome of your matter (hereinafter ‘contingency agreement’), our hourly fees, which reflects our normal fee and the premium (if any) and the manner in which our fees are charged are outlined in the engagement letter.

2.2 **Disbursements and expenses:**

- a. In carrying out work for you, we may incur disbursements or have to pay third parties on your behalf. Our invoices to you will reflect these costs from time to time.
- b. We may require your payment in advance for the disbursements or expenses which we will be incurring on your behalf.
- c. Our invoices will also reflect our costs of retrievals as specified in the letter of engagement. The retrievals are usually charged at a fixed rate as one-off expense per matter.

2.3 **GST (if any):** Is payable by you on our fees and charges. Where our fees or charges do not specify any GST payable, the amounts are exclusive of any GST payable.

2.4 **Invoices:** We will send you invoices from time to time, usually at the end of every month 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 within 7 days of the date of the invoice, unless alternative arrangements have been made with us. We may require interest to be paid on any amount which is more than 7 days overdue. Interest will be calculated at the rate of 16% on any amount overdue.

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:** With our prior approval, our invoices may be directed to a third party, by whom you may expect to be reimbursed. Nevertheless, it is important to understand that you remain responsible for payment to us if the third party fails to pay us.

3 **Confidentiality**

3.1 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.

3.2 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.

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

4 Termination

4.1 You may terminate our retainer at any time.

4.2 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

4.3 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

5.1 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) 7 years after our engagement ends, or earlier if we have converted those files and documents to an electronic format.

6 Conflicts of Interest

6.1 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

7.1 We owe our duty of care to you, but not to any anyone else. It is important for you to understand that we must expressly agree before any other person may rely on our advice in the course of providing our services to you.

8 Trust Account

- 8.1 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 \$25.

9 General

- 9.1 These Terms apply to any current engagement and also to any future engagement, whether or not we send you another copy of them.
- 9.2 We are entitled to change these Terms from time to time, in which case we will send you amended Terms.
- 9.3 Our relationship with you is governed by New Zealand law and New Zealand courts have non-exclusive jurisdiction.