

TERMS OF ENGAGEMENT

When you instruct us to act for you, these Terms of Engagement ("Terms") will always apply. We will advise you if the Terms change or if something specific in the work you ask us to do for you requires varying terms.

1. SERVICES

1.1 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 the staff members who will undertake the work. Time spent is recorded in six minute units, with time rounded up to the next unit of six minutes.
- (d) If we are holding funds on your behalf, you expressly authorise us to deduct the fees we have charged you from those funds. We will of course send you an invoice for the costs we have deducted.

2.2 Disbursements and Expenses

In providing services we may incur disbursements or have to make payments to third parties on your behalf. These will be included in our invoice to you when the expense is incurred. We may require an advance payment for disbursements or expenses which we will be incurring on your behalf. If we are already holding funds on your behalf, we will expend those to pay for disbursements or expenses.

2.3 Office Expenses

These are general expenses we incur when providing our services to you, such as photocopying, stationery, calls to mobiles/toll calls, faxes etc. These expenses are GST inclusive and will be shown separately on our invoices to you.

2.4 GST

GST is added to our fees and will be payable by you to us unless otherwise advised at the rate of 15%.

2.5 Invoices

We may 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.

2.6 Payment

Invoices are payable within ten 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 ten days overdue. Interest will be calculated at the rate of 15% per annum calculated daily. Collection costs and legal costs may also be charged on any overdue account. Where we are acting for a company, the Directors of the client company agree to accept personal liability to pay any fees incurred by the company, should the company fail to pay such fees.

2.7 Security

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

- (a) To debit against amounts prepaid 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.

2.8 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 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 Rules of Conduct and Client Care for Lawyers.

3.2 Confidential information concerning you will as far as practicable be made available 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. LIMITATION OF LIABILITY

4.1 We at no stage will provide you with tax advice. We strongly suggest that if the matter we are working with you on involves the likelihood of tax benefits or costs, that you seek advice from an accountant or qualified tax advisor.

5. TERMINATION

5.1 You may terminate our retainer at any time.

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

5.3 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. Subject to our obligations under the Privacy Act 1993, we will be entitled to hold your files and documents until payment in full has been made.

6. RETENTION OF FILES AND DOCUMENTS

You authorise us (without further reference to you) to destroy all files and documents once we have held them for seven years after the specific matter that file or documents relates to was concluded, or earlier if we have converted those files to an electronic format.

7. 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 in the Law Society Rules of Conduct and Client Care for Lawyers.

8. DUTY OF CARE

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

9. 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. We may charge an administration fee for doing this.

10. GENERAL

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

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

10.3 Our relationship as solicitor and client is governed by New Zealand Law and New Zealand Courts have non-exclusive jurisdiction.

11. INFORMATION FOR CLIENTS

Attached to these Terms is information which must be provided to you under the New Zealand Law Society Rules of Conduct and Client Care for Lawyers.