

Standard Terms of Engagement

These 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**

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

2. **Fees**

2.1 The fees which we will charge or the manner in which they will be arrived at, are set out in our engagement letter.

2.2 If our fee is to be based on the work involved, the factors that we will take into account in determining the reasonableness of the ultimate fee, will include the following:

- a. the time and labour expended;
- b. the skill, specialised knowledge, and responsibility required to perform the services properly;
- c. the importance of the matter to the client and the results achieved;
- d. the urgency and circumstances in which the matter is undertaken and any time limitations imposed, including those imposed by the client;
- e. the degree of risk assumed by the lawyer in undertaking the services, including the amount or value of any property involved;
- f. the complexity of the matter and the difficulty or novelty of the questions involved;
- g. the experience, reputation, and ability of the lawyer;
- h. the possibility that the acceptance of the particular retainer will preclude engagement of the lawyer by other clients;
- i. whether the fee is fixed or conditional (whether in litigation or otherwise);
- j. any quote or estimate of fees given by the lawyer;
- k. any fee agreement (including a conditional fee agreement) entered into between the lawyer and client;
- l. the reasonable costs of running a practice;
- m. the fee customarily charged in the market and locality for similar legal services.

2.3 If the engagement letter specifies a fixed fee and is not an estimate, we will charge this for the agreed scope of our services. Work which falls outside that scope will be charged as per clause 2.2 above. 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.

3. **Disbursement expenses**

3.1 Disbursements are expenses incurred in performing your work that we pay on your behalf to other people e.g. court filing fees, search fees, LINZ registration fees, agency fees etc. You are required to pay any disbursements in addition to our fee when we invoice you for them. We may require payment for disbursements in advance.

4. **GST (if any)**

4.1 GST and any other applicable tax is payable by you on our fees and charges.

5. **Invoices**

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

6. **Payment**

6.1 Invoices are payable within 21 days following the date of the invoice, unless alternative arrangements have been made with us. We may charge you interest on any amount owing by you from the due date for payment until payment is made. Interest will be calculated at the rate of 12% per annum.

7. **Security and deduction**

7.1 We may ask you to pre-pay amounts to us, or to provide security for our fees and expenses. You authorise us to debit against amounts pre-paid by you; and 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.

8. **Third parties**

8.1 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.

9. **Confidentiality**

9.1 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*.

9.2 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.

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

10. **Termination**

10.1 You may terminate our retainer at any time.

10.2 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*.

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

11. **Retention of files and documents**

11.1 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.

12. **Conflicts of interest**

12.1 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*.

13. **Duty of care**

13.1 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.

14. **Trust account**

14.1 We maintain a trust account for all funds which we receive from clients (except money 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 \$5.00 or 10% of the interest derived, whichever is the greater.

15. **Companies and Trusts**

15.1 If you are instructing us on behalf of a company or a trust then your instructions are accepted on the basis that you remain personally liable (along with the company or trust) to pay our fees and disbursements.

16. **General**

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

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

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