

STANDARD TERMS OF ENGAGEMENT

1 Services

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

2 Financial

- 2.1 Our fees are calculated in accordance with the guidelines laid down by the New Zealand Law Society. They are based on a number of considerations. These include the time spent on the job, its complexity, its importance to you, the degree of skill, knowledge and responsibility involved and the result we achieve for you.

Our hourly rate is accordingly only a guide to our final fee. It is not the only factor we take into account in fixing the amount we charge you.

You will be sent an account on completion of the work. Where work is likely to take some time, interim accounts will be sent to you. In either case payment is due when you receive our account.

We encourage you to discuss the matter of cost at the start of any work. Often it is not possible to give more than an estimate of final costs because of the number of variable factors and outside agencies involved.

- 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 the disbursements or expenses which we will be incurring on your behalf.
- 2.3 Office Expenses: In addition to disbursements, we may charge a fee to cover out of pocket costs which are not included in our fee and which are not recorded as disbursements. These include items such as photocopying and printing, postage and phone calls.
- 2.4 GST (if any): Is payable by you on our fees and charges.
- 2.5 Payment of Interest and Costs on Overdue Accounts: Accounts are payable when received by you, unless alternative arrangements have been made with us. If payment has not been made within 10 working days following receipt of the account interest will be charged at the rate of 1% per cent per month on the amount invoiced or any balance remaining unpaid at the time. In default of payment when required you will pay all costs and expenses incurred if recovery action is necessary to recover from you any overdue amount.
- 2.6 Security: We may ask you to pre-pay amounts to us, to provide 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 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) 5 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 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.

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.

9 Conveyancing - Buying and Selling Property

- 9.1 Where we act for you regarding a residential or commercial property conveyancing transaction(s), we provide absolutely no warranty whatsoever regarding the quality of the property being brought or sold. The scope of our services, obligations and liability to you is specifically limited accordingly. If you need any advice regarding the quality of a property we strongly recommend that you instruct and consult a property expert (such as a property valuer, building inspector, builder, plumber, electrician, engineer or architect).



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