

OUR STANDARD TERMS OF ENGAGEMENT

1. SERVICES

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

2. FINANCIAL

2.1 Fees:

2.1.1 We charge fees for the agreed scope of our services on an hourly rate basis. If you ask us to, we will give you an estimate of the likely amount of our costs. If we are likely to exceed our estimate, we will talk to you about that at the earliest possible opportunity.

2.1.2 Our hourly rates vary between \$230.00 and \$350.00 plus GST and disbursements, depending on which one of our staff is completing the work for you.

2.1.3 The differences in our hourly rates reflect the experience and specialization of our professional staff. Time spent is recorded in 6 minute units, with time rounded up to the next unit of 6 minutes.

2.1.4 If we are performing conveyancing services for you, you must pay us for all of our time and disbursements on settlement day. We will give you a total figure to settle your account with us on that day at the latest.

2.2 Disbursements and Expenses:

2.2.1 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 GST:

2.3.1 Is payable by you on our fees and charges.

2.4 Invoices:

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

2.5 Payment:

2.5.1 Our fees are payable on the settlement of property transactions, and in other cases within 14 days of the date of the invoice, unless you make a different arrangement with us in writing.

- 2.5.2 Interest may be charged at the rate of 2% per month on overdue accounts, together with a monthly administration fee of \$5.00 and solicitor client costs on any recovery action.
- 2.5.3 You agree that our fees may be deducted from funds that we hold on your behalf.
- 2.5.4 We may ask for advance payment to be held on account of fees and payments we make on your behalf (disbursements).
- 2.5.5 If our fees are unpaid by the due date we may send details of the debt to a debt collection agency.
- 2.5.6 If payment is likely to be a problem, we encourage you to contact the person you are dealing with to discuss payment options.
- 2.5.7 If we are acting for you together with other clients, your obligations are joint and several. We reserve the right to take recovery action (if necessary) against any one of our clients who instructs us jointly with others.

2.6 **Security:**

- 2.6.1 We may ask you to pre-pay amounts to us, or to provide security for our fees and expenses. You authorise us:
 - 2.6.2 to debit against amounts pre-paid by you; and
 - 2.6.3 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:**

- 2.7.1 Even if you 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:
 - 3.1.1 to the extent necessary or desirable to enable us to carry out your instructions; or
 - 3.1.2 to the extent required by law or by the Law Society's *Rules of Conduct and Client Care for Lawyers*; or
 - 3.1.3 to the extent you authorise us to make disclosures.
- 3.2 Confidential information concerning you will as far as practicable be made available only to those within our firm who are providing 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 all the 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 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 at ASB Bank 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 the bank. In that case we are paid the bank's standard commission on the interest earned.

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.