

GENERAL TERMS OF ENGAGEMENT

1 General

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

2 Services

2.1 The services we are to provide for you (the Services) are outlined in our letter of engagement along with any further instructions that you provide to us in writing (or that we record in writing).

3 Financial

3.1 **Fees:** Our fees are calculated principally on the basis of the time and labour involved, but to ensure that our fees are reasonable having regard to your interests and ours, we also take into account matters such as the complexity, urgency, value and importance of the Services. Full details of the relevant fee factors are set out in Rule 9 of the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008 (Rules).

3.2 **Disbursements and Third Party Expenses:** In providing the Services we may incur disbursements and payments to third parties on your behalf. You authorise us to incur these disbursements (which may include such items such as search fees, court filing fees, registration fees and travel and courier charges) which are reasonably necessary to provide the Services.

3.3 **GST:** Our services will usually attract Goods and Services Tax (GST). If this is the case, GST is payable by you on our fees and charges.

3.4 **Invoices:** We will send interim invoices to you, usually monthly, and on completion of the matter, or termination of our engagement. We may send you invoices more frequently when we incur a significant expense or undertake a significant amount of work over a shorter period of time.

3.5 **Payment:** Invoices are payable within 14 days of the date of the invoice, unless alternative arrangements have been made with us.

3.6 If you have difficulty in paying any of our accounts, please contact us promptly so that we may discuss payment arrangements.

3.7 If your account is overdue we may:

- a require interest to be paid on any amount which is more than 14 days overdue, calculated at the rate of 2% above the overdraft rate that our firm's main trading bank charges us for the period that the invoice is outstanding;
- b stop work on any matters in respect of which we are providing services to you;
- c require an additional payment of fees in advance or other security before recommencing work;
- d recover from you in full any costs we incur (including on a solicitor/client basis) in seeking to recover the amounts from you, including our own fees and the fees of any collection agency.

3.8 **Estimates:** You may request an estimate of our fee for undertaking the Services at any time. If possible we will provide you with an estimate (which may be a range between a minimum and a maximum amount or for a particular task or step). An estimate is not a quote. Any significant assumptions included in the estimate will be stated and you must tell us if those assumptions are wrong or change. We will inform you if we are likely to exceed the estimate by any substantial amount. Unless specified, an estimate excludes GST, disbursements and expenses.

3.9 **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, you remain responsible for payment to us in accordance with these Terms if the third party fails to pay us.

4 Documents, Records and Information

4.1 We will keep a record of all important documents which we receive or create on your behalf on the following basis:

- a We may keep a record electronically and destroy originals (except where the existence of an original is legally important such as in the case of wills and deeds).
- b At any time, we may dispose of documents which are duplicates, or which are trivial (such as emails which do not contain substantive information), or documents which belong to us.

- c We are not obliged to retain documents or copies where you have requested that we provide them to you or to another person and we have done so, although we are entitled to retain copies for our own records if we wish to do so.
- d We will provide to you on request copies or originals (at our option) of all documents to which you are entitled under the Privacy Act 1993 or any other law. We may charge you our reasonable costs for doing this.
- e Where we hold documents that belong to a third party you will need to provide us with that party's written authority to uplift or obtain a copy of that document.
- f Unless you instruct us in writing otherwise, you authorise us and consent to us (without further reference to you) to destroy (or delete in the case of electronic records) all files and documents in respect of the Services (7 years after our engagement ends (other than any documents that we hold in safe custody for you or are otherwise obliged by law to retain for longer). We may retain documents for longer at our option.
- g We may, at our option, return documents (either in hard or electronic form) to you rather than retain them. If we choose to do this, we will do so at our expense.
- h We own copyright in all documents or work we create in the course of performing the Services but grant you a non-exclusive licence to use and copy the documents as you see fit for your own personal or commercial use. However, you may not permit any third party to copy, adapt or use the documents without our written permission.

5 Conflicts of Interest

- 5.1 We are obliged to protect and promote your interests to the exclusion of the interests of third parties and ourselves as set out in the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008 (Rules). This may result in a situation arising where we have a conflict of interest.
- 5.2 We have procedures in place to identify and respond to conflicts of interest or potential 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 Rules. This may mean we cannot act for you further in a particular matter and we may terminate our engagement.

6 Confidentiality

- 6.1 We will hold in confidence all information concerning you and your business and affairs (and that of your clients') that we acquire in the course of acting for you. We will not disclose this information to any person other than:
 - a To the extent necessary to carry out your instructions;
 - b In accordance with these terms;
 - c To the extent required by law or by the Law Society's Rules of Conduct

7 Limitations on our Obligations or Liability

- 7.1 To the extent allowed by law, our aggregate liability to you (whether in contract, tort, equity or otherwise) in connection with our Services is limited to the amount available to be payable under the Professional Indemnity Insurance held by the firm.

8 Termination

- 8.1 You may terminate our engagement at any time.
- 8.2 We may terminate our engagement in any of the circumstances set out in the Rules including the existence of a conflict of interest, non-payment of fees, and failure to provide instructions.
- 8.3 If our engagement is terminated you must pay us all fees, disbursements and expenses incurred up to the date of termination.

9 Information for clients

- 9.1 Set forth below is the information required by the Rules of Conduct and Client Care for Lawyers of the New Zealand Law Society (**Law Society**).
- 9.2 **Fees:** The basis on which fees will be charged is set out in our letter of engagement. When payment of fees is to be made, is set out in our terms of engagement.
- 9.3 **Professional Indemnity Insurance:** We hold professional indemnity insurance that meets or exceeds the minimum standards specified by the Law Society. We will provide you with particulars of the minimum standards upon request.
- 9.4 **Lawyers Fidelity Fund:** The Law Society maintains the Lawyers Fidelity Fund for the purposes of providing clients of lawyers with protection against pecuniary loss arising by theft by lawyers. The maximum amount payable by the Fidelity Fund by way of compensation to an individual claimant is limited to \$100,000. Except in certain circumstances specified in the Lawyers & Conveyancers Act 2006 the Fidelity Fund does not cover a client for any loss relating to money that a lawyer is instructed to invest on behalf of the client.

9.5 **Complaints:** If you have any concerns or complaints about our services, please raise them as soon as possible with Keith. I will respond to your concerns as soon as possible.

9.6 If you are not satisfied with the way we have dealt with your complaint the New Zealand Law Society has a complaints service to which you may refer the issue. You can call the 0800 number for guidance, lodge a concern or make a formal complaint. Matters may be directed to:

Lawyers Complaints Service
PO Box 5041
Wellington 6140
New Zealand

Phone: 0800 261 801

10 **Client Care and Service**

10.1 The Law Society's client care and service information is set out below.

10.2 Whatever legal services your lawyer is providing, he or she must:

- a act competently, in a timely way, and in accordance with instructions received and arrangements made;
- b protect and promote your interests and act for you free from compromising influences or loyalties;
- c discuss with you your objectives and how they should best be achieved;
- d provide you with information about the work to be done, who will do it, and the way in which the services will be provided;
- e charge you a fee that is fair and reasonable, and let you know how and when you will be billed;
- f give you clear information and advice;
- g protect your privacy and ensure appropriate confidentiality;
- h treat you fairly, respectfully, and without discrimination;
- i keep you informed about the work being done and advise you when it is completed;
- j let you know how to make a complaint, and deal with any complaint promptly and fairly.

The obligations lawyers owe to clients are described in the Rules of Conduct and Client Care for Lawyers. Those obligations are subject to other overriding duties, including duties to the courts and to the justice system.

If you have any questions, please visit <http://www.lawsociety.org.nz/> or call 0800 261 801.