

TERMS OF ENGAGEMENT

These Terms of Engagement set out the basis of our professional relationship with you in accepting and actioning your instructions. Unless we agree on different terms in writing, these terms apply whenever you instruct us to act for you.

1. Services

- 1.1. The legal services we are to provide for you are outlined in our engagement letter.
- 1.2. By instructing us to provide you with legal services, you are deemed to have accepted these terms of engagement.

2. Financial

- 2.1. **Fees:** The fees we will charge are based on Rule 9.1 of the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008:
 - the time and labour expended
 - the skill, specialised knowledge, and responsibility required (c) the importance of the matter to the client and the results achieved
 - the urgency and circumstances in which your matter is undertaken
 - the degree of risk assumed by us in undertaking the services, including the amount or value of any property involved
 - the complexity of the matter and the difficulty or novelty of the questions involved
 - the experience, reputation, and ability of the lawyer
 - the possibility that the acceptance of the particular retainer will preclude engagement of the lawyer by other clients
 - whether the fee is fixed or conditional
 - any quote or estimate of fees given to you
 - any fee agreement (including a conditional fee agreement) between you and us
 - the reasonable costs of running a practice
 - the fee customarily charged in the market and locality for similar legal services.
- 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. **GST (if any):** Is payable by you on our fees and charges.

- 2.4. **Invoices:** We will 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.
- 2.5. **Payment:** Invoices are payable within 21 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 7 days overdue. Interest will be calculated at the rate of 5 % above our firm's main trading bank's 90-day bank bill buy rate as at the close of business on the date payment became due.
- 2.6. **Security:** We may ask you to pre-pay amounts to us, or to provide security 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 by giving us notice in writing.
- 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) 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 in writing.
- 7.2. We will use due care and skill. We will act in accordance with your instructions, subject to any ethical and/or legal duties.

8. General

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