

STANDARD TERMS OF ENGAGEMENT

These Standard Terms of Engagement (“Terms”) apply in respect of all work carried out by me for you, except to the extent that we otherwise agree in writing. I may change our engagement terms from time to time. You will be advised if there are any changes to my standard terms.

1 Services

- 1.1 The legal services I am to provide for you are outlined in my letter of engagement (“engagement letter”). Where I have not provided you with an engagement letter in relation to a particular legal service, that service may be outlined in other correspondence between us.
- 1.2 You agree that when I act for you, I can accept instructions from any of the following unless you expressly advise me otherwise in writing:
 - a. If you are a company, I can accept instructions from any director or officer of that company or any employee or other person whom you have authorised to work with me;
 - b. If you are a trust, I can accept instructions from any trustee or officer (if applicable) of that trust;
 - c. If you are a partnership I can accept any instructions from any partner or officer (if applicable) of that partnership;
 - d. If you are a couple in a transaction, I can accept instructions from either of you;
 - e. If you are an incorporated society, I can accept instructions from any officer of that society or any employee or other person whom you have authorised to work with me.

2 Financial

2.1 Fees:

- a In setting our fees I take various factors into account. Those factors are:
- The skill, specialised knowledge and responsibility required to perform the services properly;
 - The time and labour expended;
 - The urgency and circumstances in which the matter is transacted;
 - The importance of the matter to you and the result achieved and any time limitations imposed, including those imposed by you;
 - The degree of risk assumed by me in undertaking the services, including the amount or value of any property involved;
 - Any fee arrangement (including a conditional fee arrangement) entered into between you and I;
 - The reasonable costs of running my practice;
 - The experience, reputation and ability of the lawyer;
 - The complexity or difficulty of the matter and the difficulty or novelty of the questions involved;
 - The possibility that the acceptance of the particular retainer will preclude my engagement by other clients;
 - Whether the fee is fixed or conditional (whether in litigation or otherwise);
 - Any quote or estimate of fees given by me; and
 - The fee customarily charged in the market and locality for similar legal services.
- b The fees I will charge or the manner in which they will be arrived at, are set out in my engagement letter.
- c If the engagement letter specifies an estimate of my fee, that estimate is based on the agreed scope of my legal services and my professional judgment. Unless otherwise agreed, work which falls outside that scope will be charged on an hourly rate basis. I will advise you as soon as reasonably practicable if it becomes necessary

for me to provide legal services outside the agreed scope and, if requested, give you an estimate of the likely amount of the further costs.

- d Where my fees are calculated on an hourly basis, the hourly rates are set out in my engagement letter. If there are differences in those rates, the differences reflect the experience and specialisation of the lawyers in the firm. Time spent is recorded in 6 minute units, with time rounded up to the next unit of 6 minutes.

2.2 **Disbursements and expenses:** In providing services I may incur disbursements or have to make payments to third parties on your behalf. These will be included in my invoice to you when the expense is incurred. I may require an advance payment (by invoicing you) for the disbursements or expenses which I will be incurring on your behalf. In addition to these disbursements and payments, I also charge an office service charge on each matter to cover our routine copying, printing, postage and other office consumables. My current office service charge is \$30.00 (including GST) which may change from time to time or may change where the cost of such consumables on a legal matter may justify a higher charge.

2.3 **GST (if any):** Is payable by you on my fees and charges.

2.4 **Invoices:** I will send interim invoices to you, usually monthly and on completion of the matter, or termination of our engagement. I may also send you an invoice when I incur (or will incur) a significant expense.

2.5 **Payment:** Invoices are payable within 10 working days of the date of the invoice, unless alternative arrangements have been made with me. I may charge you interest on any amount unpaid on the due date for payment at the rate of 5% above my firm's current overdraft interest rate charged by the firm's bank as at the close of business on the date payment became due.

2.6 **Security:** I may ask you to provide security for my fees and expenses.

2.7 **Third Parties:** Although you may expect to be reimbursed by a third party for my fees and expenses, and although my invoices may at your request or with your approval be directed to a third party, nevertheless you remain responsible for payment to me if the third party fails to pay me.

3 **Confidentiality**

3.1 I will hold in confidence all information concerning you or your affairs that I acquire during the course of acting for you. I will not disclose any of this information to any other person except:

- a To the extent necessary or desirable to enable me 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 my firm who are providing legal services for you.

3.3 I will of course, not disclose to you confidential information which I have in relation to any other client.

4 Termination

4.1 You may terminate my retainer at any time.

4.2 I 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 me 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 me (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 I have converted those files and documents to an electronic format.

6 Conflicts of Interest

6.1 I have procedures in place to identify and respond to conflicts of interest. If a conflict of interest arises I 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 My duty of care is to you and not to any other person. Before any other person may rely on my advice, we must expressly agree to this.

8 Trust Account

8.1 I do not currently maintain a trust account.

9 General

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

9.2 I am entitled to change these Terms from time to time, in which case I will send you amended Terms.

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