

STANDARD TERMS OF ENGAGEMENT

1. Client Details

Name:

Physical Address:

Postal Address:

Telephone:

Fax:

Mobile:

Email:

2. Please particularly note clause 9 as to new legislation that will affect our relationship with clients.

3. Services

The Services we will provide for you are:

4. Financial

4.1 Fees:

- (i) We require payment of a retainer in the amount of \$300.00 as an advance on fees to be paid.
- (ii) If the engagement letter specifies an estimate, we will charge this for the agreed scope of our services. Work which falls outside that scope will be charged on an hourly rate basis. We will advise you as soon as reasonably practicable if it becomes necessary for us to provide services outside the agreed scope and, if requested, give you an estimate of the likely amount of the further costs.
- (iii) Where our fees are calculated on an hourly basis, the hourly rates will be dependent on the person who works on your file:

The differences in those rates reflect the experience and specialisation of our professional staff.
- (iv) All attendances outside of office hours may, at the discretion of the author, be charged at three times the normal hourly rate. This includes work carried out outside of the standard office hours of 8.30am to 5.00pm Monday to Friday, public holidays and the period over the Christmas break which we will advise on an annual basis.

4.2 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. In addition to the specific disbursements and expenses, we charge a standard fee of \$75.00 in relation to administration costs incurred on your file as well as a file closing fee of \$60.00. The file closing fee covers the cost of us scanning your file, charges for the destruction of the physical file and retaining an electronic copy as is required under the law.

4.3 **Interest and Bank Charges:**

- (i) Any account which has not been paid by the due date for payment will incur interest at the market rate of 20%.
- (ii) Where we are required to pay bank fees, charges or commissions because of the way you choose to pay your account (e.g. charges relating to credit cards; charges due to dishonoured cheques), you will reimburse us for those fees, charges and commissions.

By way of example, if you elect to pay your account by credit card, then you authorise us to debit your card with an additional 3% to cover such charges, fees, or commissions incurred by us from third parties.

- (iii) We require reimbursement from the client of any bank fees incurred by us, including charges relating to payments we make by same day cleared funds.

4.4 **GST (if any):** GST is payable by you on our fees and charges.

4.5 **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.

4.6 **Payment:** Invoices are payable within seven (7) days of the date of the invoice. We can charge interest on any amount which is more than seven (7) days overdue. Interest will be calculated on any overdue sums as outlined in 3.3.(i) above.

By accepting these terms and conditions you authorise us to deduct any fees and costs owed to us by you from funds we hold from time to time on your behalf

4.7 **Security:** We may ask you to pre-pay amounts to us, or to provide security for our fees and expenses. You authorise us:

- (i) To debit against amounts pre-paid by you; and
- (ii) 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.
- (iii) To register a security over any real or personal property owned by you.

4.8 **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.

5. **Confidentiality**

5.1 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:

- (i) To the extent necessary or desirable to enable us to carry out your instructions; or

- (ii) To the extent required by law or by the Law Society's Rules of Conduct and Client Care for Lawyers.

6. Termination

- 6.1 You may terminate our retainer at any time.
- 6.2 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.
- 6.3 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.

7. Retention of files and documents

- 7.1 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) seven (7) years after our engagement ends, or earlier if we have converted those files and documents to an electronic format.

8. Conflicts of Interest

- 8.1 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.

9. Duty of Care

- 9.1 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.

10. Trust Account

- 10.1 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 of 5% of the interest derived.

11. General

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

12. Electronic Communications

- 12.1 It is very important that under current and proposed law changes we cannot any longer guarantee the privacy of communications with clients (especially electronic communication) – even if under our ordinary law these communications would be privileged lawyer/ client communications. If you have given us an email address or cell number to use or if you have communicated with us by email we will accept that as your consent to communicate with you by email and by cell phone.