

## Terms of Engagement

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Unless we agree different terms in writing, these terms apply to all work carried out by us for you.

### **Personal information**

We will treat any information you give to us as confidential. We may need to disclose this information to our contractors or agents and other parties but only as needed to carry out your instructions and to fulfil our professional duties or as required by law.

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.

We will not disclose to you confidential information which we have in relation to any other client.

We will comply with the information privacy principles set out in the Privacy Act 1993. We may use your personal information for our marketing purposes. You can correct or change the information we hold about you at any time by contacting us.

### **Duty of care**

Our duty of care is to you and not to any other person. We must expressly agree before any other person may rely on our advice to you.

### **Fees**

Our fees will be charged on the basis that they will be fair and reasonable for the services provided. While the time and labour expended are important factors, we will also consider the results achieved and the urgency, level of skill and specialist knowledge involved.

### **Disbursements**

In providing services we may incur disbursements or have to make payments to third parties on your behalf. Disbursements will include an office service charge to cover the cost of photocopying, printing, binding, telephone and fax expenses. The office service charge is \$29 for fees up to \$1,000, \$50 for fees between \$1,000 and \$2,000 and 3% of fees for all other invoices.

Disbursements will be itemised on our invoice to you. We may require an advance payment for fees, disbursements or expenses that we will be incurring on your behalf.

### **Billing**

We will invoice you at regular periods (usually monthly) and on completion of a matter. If applicable, we will also provide you with a statement of funds which we have handled on your behalf.

You authorise us to deduct our fees, disbursements and expenses from any funds held by us on your behalf.

Where we have an arrangement with you that we will address the invoice to another person, you agree to pay that invoice if not paid promptly by the other person.

Our invoices are payable within 14 days of invoice. If payment of our invoice by you is overdue we may withhold performing any further work for you and retain custody of any of your property until all invoices are paid in full.

We may also charge interest on any overdue amount at the rate of 12% per annum.

### **Trust account**

We maintain a trust account for all funds we receive from clients (except funds received for payment of our invoices). We may put your funds on interest bearing deposit in which case we may charge an administration fee of 5% of the gross interest earned.

### **Conflicts of interest**

We have procedures in place to identify and respond to conflicts of interest. If a conflict of interest arises we will advise you of the conflict and follow the requirements and procedures set out in the Law Society's *Rules of Conduct and Client Care for Lawyers*.

### **Files and documents**

You may leave your files in our possession after conclusion of your matter. We usually destroy our files 7 years after a matter is completed. We may hold your file electronically rather than physically. If you do not retrieve your files within 7 years, you authorise us to destroy them.

Personal documents, such as wills, enduring powers of attorney and other deeds, will be held by us at no cost until further written instructions are received from you.

### **Electronic communications**

We may communicate with you and others by electronic means. As electronic communication is not always secure, or may have defects (such as viruses), we do not accept responsibility for, and will not be liable for any damage or loss caused in connection with, or as a consequence of, the corruption of an electronic communication.

### **Ending our relationship**

You may end our engagement at any time. We may end our engagement on reasonable notice to you at any time.

If our engagement is terminated you must pay us all fees and expenses due up to the date of termination. These terms will continue to apply in respect of your instructions notwithstanding termination of our engagement.

### **General**

These terms apply to any current instruction and also to any future instruction, whether or not we send you a further copy. By instructing us to provide you with legal services, you are deemed to have accepted these terms.

We may alter these terms from time to time, in which case we will send the amended terms to you.

Our relationship with you is governed by New Zealand law and any dispute concerning these terms or our work for you is to be resolved in the New Zealand courts.