

STANDARD TERMS OF ENGAGEMENT

These Standard Terms of Engagement (“Terms”) apply in respect of all work carried out for you, except to the extent otherwise agreed with you in writing.

1. Services

1.1. The services I shall provide are outlined in my letter of engagement.

2. Financial

2.1. **Fees:** The fees I will charge and the manner in which they will be arrived at, are set out in my letter of engagement.

2.2. **Disbursements and expenses:** In providing services I may incur disbursements or have to make payments to third parties on behalf of you. These will be included in my invoice when the expense is incurred, but I may require an advance payment for particular disbursements or expenses.

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 upon completion of the matter, or termination of my engagement. I may also send an invoice when I incur a significant expense.

2.5. **Payment:** Invoices are payable within seven days of the date of the invoice, unless alternative arrangements have been agreed with me. I may require interest to be paid on any amount which is more than seven days overdue. Interest will be calculated at the rate of 2% above my trading bank’s 90-day bank bill buy rate as at the close of business on the date payment became due.

2.6. **Security:** If matters progress to Court proceedings I may ask you to provide security for my fees and expenses by paying such security into a solicitor’s trust account, on the basis that any fees, expenses or disbursements for which I have provided an invoice shall be paid and deducted from such security. Alternatively we may agree to invoicing in advance for certain stages on a fixed fee basis.

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 my invoices.

3. Confidentiality

3.1. I will hold in confidence all information concerning you and 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 my 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 practice who are providing legal services for you.
- 3.3. I will not disclose to you confidential information which I have in relation to any other client.

4. Termination

- 4.1. You may terminate my retainer on five working days written notice to that effect.
- 4.2. I may terminate my retainer in any of the circumstances set out in the Law Society's Rules of Conduct and Client Care for Lawyers.
- 4.3. If my retainer is terminated you must pay all fees due and expenses incurred up to the date of termination.

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 seven years after my engagement ends, or earlier if I have converted those files and documents to an electronic format.

6. Conflicts of interest

- 6.1. 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, I must expressly agree to this.

8. General

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