

STANDARD TERMS OF ENGAGEMENT

Application

1. These terms apply generally to our relationship with our clients. If these terms are inconsistent with any other agreement which we have made with you (whether generally or in respect of a specific instruction), the other agreement prevails over these terms.

Authority

2. We have the usual authority of a lawyer to act on your behalf in relation to each instruction which we accept, including, where reasonable, to incur expenses and to engage barristers, experts or law firms in other areas or jurisdictions to assist.

Confidential information

3. We will not disclose to any other person any confidential information which we obtain as your lawyers except to the extent allowed or required by law or the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008 (“**Rules**”).
4. You are not entitled to any confidential information which we have or obtain in relation to any other client or prospective client.

Conflicts of interest

5. We will comply with the Rules in respect of conflicts of interest.
6. If you believe that a conflict of interest has arisen or may arise, you must inform us immediately.

Advice and services

7. Any advice given by us:
 - (a) is solely for your benefit and may not be relied on by any other person;
 - (b) must not be published or used for a purpose other than for which it was sought;
 - (c) is limited to the matters stated in it;
 - (d) is limited to and governed by New Zealand law; and
 - (e) is subject to changes in the law after the date on which it is given.
8. We are not responsible for advising you about taxation issues.
9. When our instructions on a matter are completed, our representation of you will come to an end and we will not be obliged to notify you of any subsequent change in law, nor to provide any further services in relation to the matter.

Professional fees

10. Our fees are charged on the basis of the Rules which require that fees be fair and reasonable for the services provided.

11. The following factors are taken into account in determining a fair and reasonable fee:
- (a) the time and labour expended;
 - (b) the skill, specialised knowledge, and responsibility required to perform the services properly;
 - (c) the importance of the matter to the client and the results achieved;
 - (d) the urgency and circumstances in which the matter is undertaken and any time limitations imposed, including those imposed by the client;
 - (e) the degree of risk assumed by the lawyer in undertaking the services, including the amount or value of any property involved;
 - (f) the complexity of the matter and the difficulty or novelty of the questions involved;
 - (g) the experience, reputation, and ability of the lawyer;
 - (h) the possibility that the acceptance of the particular retainer will preclude engagement of the lawyer by other clients;
 - (i) whether the fee is fixed or conditional (whether in litigation or otherwise);
 - (j) any quote or estimate of fees given by the lawyer;
 - (k) any fee agreement (including a conditional fee agreement) entered into between the lawyer and client;
 - (l) the reasonable costs of running a practice;
 - (m) the fee customarily charged in the market and locality for similar legal services.
12. Many of the foregoing factors are taken into account in the standard hourly rates of our individual lawyers which we will apply in calculating our fees, subject to other factors relating to the specific instruction and to the overall requirement to be fair and reasonable. We may change the rates for fees and services from time to time.

Office services and disbursements

13. Our fees for professional services incorporate the overhead cost of normal secretarial, word processing and other assistance provided to our lawyers.
14. Our charges for office services (which cover internal photocopying, faxing, phone calls and the like) are established by reference to a scale of charges based on the fee value of the invoice.
15. Disbursements and other external costs incurred on your behalf (including courier costs, external printing and photocopying costs, Ministry of Justice, Ministry of Economic Development and Land Information NZ fees, fees of experts, barristers and overseas lawyers and travel and accommodation costs) are charged separately from our fees and may be separately itemised on our invoices or separately invoiced.
16. The firm utilises specially-designed document management software for documentary discovery and management of litigation documents and exhibits. Use of the software incurs an external periodic fee by the software provider which is charged as a disbursement.

GST

17. Our fees and charges are plus GST (if any) which is payable by you.

Invoices

18. We normally issue invoices monthly. We also issue an invoice on completion of matters.
19. Our invoices must be paid within 14 days of issue unless otherwise arranged with us.

Security

20. We may ask you to pre-pay amounts to us, or to provide security for expenses and our fees. We may cease or delay performance of our services until the requested pre-payment or security has been received. We will have your authority to draw on the amounts paid towards our fees and expenses as they become due.

Trust Account

21. Our firm maintains separate trust accounts for all funds which it receives from clients (except for funds which are for payment of our invoices).
22. If it is necessary for us to hold significant amounts on your behalf, we may lodge those funds on interest earning deposit with a registered bank.
23. We may charge an administration fee of 5% of the net interest earned. If we deposit funds on your behalf, we will need either your IRD number or a copy of your interest withholding tax exemption certificate.
24. We may deduct from funds held on your behalf in our trust account any fees, costs or disbursements for which we have provided an invoice.

Unpaid invoices

25. If payment to us of any invoice by you is overdue, we may:
- (a) cease performing any further work for you until all unpaid invoices are paid in full;
 - (b) retain custody of any of your property (including documents or files) until all unpaid invoices are paid in full; and
 - (c) charge interest on any amount overdue at a rate of no more than 5% p.a. above the prevailing indicator Lending Rate of the firm's bankers.

Termination

26. You may terminate this agreement any time. We may terminate this agreement in the circumstances permitted by the Rules.
27. You must pay us for the services which we provide, and for all expenses which we have incurred, up to the date of termination.

Retention of documents

28. You may leave documents in our possession after conclusion of your matter. We usually destroy our files 7 years after a matter is completed. If you do not retrieve your documents within that period, we have your authority to destroy them.

29. We may make and retain, at our cost, copies of documents or records which we deliver to you or to another lawyer.

Intellectual property

30. We retain all ownership rights in all intellectual property of any kind created by us for you. You may not reproduce our intellectual property or provide it to a third party without our express consent.

Electronic communications

31. We may communicate with you and others at times by electronic means and we do not accept responsibility for, and will not be liable for any damage or loss caused in connection with, the interception or corruption of an electronic communication.

Governing law

32. New Zealand law governs our relationship and New Zealand courts have non-exclusive jurisdiction.

Changes

33. We may change these terms at any time. We will publish the changed terms on our website. The change will bind you in respect of any matters on which we accept instructions after publication of the change.