

STANDARD TERMS OF ENGAGEMENT

These Standard Terms of Engagement ("Terms") apply in respect of all work carried out by us for you, except to the extent that we otherwise agree with you in writing.

1 Services

1.1 The services we are to provide for you are outlined in our engagement letter.

2 Financial

2.1 Fees:

- a The fees we will charge are set out in our engagement letter. The factors to be taken into account in determining the reasonableness of a fee include the following:
- the time and labour expended:
 - the skill, specialised knowledge, and responsibility required to perform the services properly:
 - the importance of the matter to the client and the results achieved:
 - the urgency and circumstances in which the matter is undertaken and any time limitations imposed, including those imposed by the client:
 - the degree of risk assumed by the lawyer in undertaking the services, including the amount or value of any property involved:
 - the complexity of the matter and the difficulty or novelty of the questions involved:
 - the experience, reputation, and ability of the lawyer:
 - the possibility that the acceptance of the particular retainer will preclude engagement of the lawyer by other clients:
 - whether the fee is fixed or conditional (whether in litigation or otherwise):
 - any quote or estimate of fees given by the lawyer:
 - any fee agreement (including a conditional fee agreement) entered into between the lawyer and client:
 - the reasonable costs of running a practice:
 - the fee customarily charged in the market and locality for similar legal services.
- b If our engagement letter specifies a fixed fee, 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.
- c Where our fees are calculated on an hourly basis time spent is recorded in 6 minute units.

2.2 **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.

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

2.4 **Payment:** Invoices are payable within 14 days of the date of the invoice unless alternative arrangements have been made with us. We may require interest to be paid on any amount more than 14 days overdue at the rate of 14% p.a.

2.5 **Security:** If you have pre-paid amounts to us, or to provide security for our fees and expenses then we may debit against amounts and deduct from any funds held on your behalf in our trust account any fees, expenses or disbursements for which we have provided an invoice.

2.6 **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.

3 Confidentiality

3.1 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 to the extent necessary or desirable to enable us to carry out your instructions or to the extent required by law.

3.2 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.

4 Retention of files and documents

4.1 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) 7 years after our engagement ends, or earlier if we have converted those files and documents to an electronic format.

5 Duty of Care

5.1 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.

6 Trust Account

6.1 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 our bank. In that case we will charge an administration fee of 5% of the interest derived.

7 Termination

7.1 You may terminate our retainer at any time.

7.2 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

7.3 If our retainer is terminated you must pay us all fees and all expenses due or incurred up to the date of termination.

8 General

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

8.2 We are entitled to change these Terms from time to time, in which case we will send you amended Terms.

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