

## 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:** the services which we are to provide you with are outlined in our engagement letter.
2. **Financial:**
  - Invoices are payable within 14 days of the date of invoice, unless alternative arrangements have been made with us.
  - You authorize us to deduct our fees, expenses or disbursements from any funds held in our Trust Account on your behalf when we have provided an invoice.
  - Interim fees will be rendered monthly and a final account forwarded promptly on completion of instructions.
  - If an account is not paid within 30 days, interest will be charged on the outstanding balance at the rate of 1.5% per month from the date upon which payment was due and you will be responsible for any reasonable debt collections costs that we incur in recovering outstanding amounts due to us.
  - If your accounts remain outstanding after 60 days, no further work will be undertaken by any lawyer of the firm until appropriate arrangements are made to bring the account back into good standing.

**Delay or difficulty in paying:**

- Like any business, cash flow is important to us. If you anticipate difficulty in paying an invoice on time, please contact the sole Director, Janice Forsyth.
  - We may agree for payment to be delayed or paid by an automatic payment authority over a period of time.
  - We also reserve the right to retain custody of any papers or files until the accounts are paid.
3. **Confidentiality:** 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 the law or the Law Society's *Rules of Conduct and Client Care for Lawyers*.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, of course, not disclose to you confidential information which we have in relation to any other client.
  4. **Termination:** You may terminate our retainer at any time. 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*. 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.
  5. **Retention of File and Documents:** You authorize us (without further reference to you) to destroy all files and documents for this matter (other than 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.
  6. **Conflicts of Interest:** We have procedures in place to identify and respond to conflicts of interest. If a conflict 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*.
  7. **Duty of Care:** 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.
  8. **Trust Account:** 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 normally lodge those funds on interest bearing deposit with a bank. In that case we will charge an administration fee of 10% of the interest derived.
  9. **General:** These Terms apply to any current engagement and also to any future engagement, whether or not we send you another copy of them. We are entitled to change these Terms from time to time, in which case we will send you the amended Terms. Our relationship with you is governed by New Zealand law and New Zealand courts have non-exclusive jurisdiction.

