

STANDARD TERMS OF ENGAGEMENT

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

1. **Services:** The services I am to provide for you are outlined in my engagement letter.

2. **Financial**

(a) **Fees:**

- (i) The fees I will charge or the manner in which they will be arrived at, are set out in my engagement letter.
- (ii) If the engagement letter specifies a fixed fee, I will charge this for the agreed scope of my services. Work that falls outside that scope will be charged on an hourly rate basis. I will advise you as soon as reasonably practicable if it becomes necessary for me to provide services outside the agreed scope and, if requested, give you an estimate of the likely amount of the further costs.
- (iii) Where my fees are calculated on an hourly basis, the hourly rate is set out in my engagement letter. Time spent is recorded in 6 minute units, with time rounded up to the next unit of six minutes.

(b) **Disbursements and expenses:** In providing services I may incur disbursements or have to make payments to third parties on your behalf. These will be included in my invoice to you when the expense is incurred. On occasion, I may require an advance payment for the disbursements or expenses that I will be incurring on your behalf. However, this will be discussed and agreed with you at the time.

(c) **GST (if any):** GST is payable by you on my fees and charges.

(d) **Invoices:** Unless agreed otherwise, I will send interim invoices to you, usually monthly and on completion of the matter, or termination of our engagement. I may also send you an invoice when I incur a significant expense or disbursement.

(e) **Payment:** Invoices are payable within 14 days of the date of the invoice, unless alternative arrangements have been made with me.

3. **Confidentiality**

(a) I will hold in confidence all information concerning you or 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:

- (i) to the extent necessary or desirable to enable me to carry out your instructions; or
- (ii) to the extent required by law or by the Law Society's Rules of Conduct and Client Care for Lawyers.

- (b) I will, of course, not disclose to you confidential information that I have in relation to any other client.

4. Termination

- (a) You may terminate my retainer at any time.
- (b) 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.
- (c) If my retainer is terminated you must pay me all fees due up to the date of termination and all expenses and disbursements incurred up to that date.

5. Retention of Files and Documents: You authorise me (without further reference to you) to destroy all files and documents for this matter (other than any documents that I hold in safe custody for you) 7 years after my engagement ends, or earlier if I have converted those files and documents to an electronic format.

6. Conflicts of Interest: 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: 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

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