

# Terms of Engagement

## 1. SERVICES

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.

## 2. CONFIDENTIAL INFORMATION

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 New Zealand Law Society Rules. Possession of confidential information will not preclude us acting for any other person.

You are not entitled to any confidential information we have or obtain in relation to any other client or prospective client.

## 3. CONFLICTS

We have procedures in place to identify and respond to conflicts of interest. If a conflict of interest 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 (NZLS Rules)*.

## 4. ADVICE

Any advice given by us is solely for your benefit. It may not be relied on by any other person unless we agree to that in writing and is limited to the matters stated in it.

**Investment Advice** – We provide legal advice. We do not provide investment advice of any description and take no responsibility for a client’s investment decisions.

## 5. FINANCIAL

### 5.1 Fees

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

We may change our rate for fees and services from time to time. At regular periods (usually monthly) we will provide you with our invoice and, if applicable a statement of funds which we have handled on your behalf.

We may charge in addition a separate Administration Fee covering general overheads of the business such as telephone, facsimile charges, photocopying, couriers, licensing, landonline maintenance etc.

### 5.2 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 next invoice to you after the expense is incurred at cost.

### 5.3 GST additional

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

### 5.4 Payment

Our invoices are to be paid by you within 20 days of invoice unless otherwise arranged with us. Invoices for conveyancing work are due and payable upon settlement of the transaction unless otherwise expressly agreed. We may also set off the amount of any invoices rendered to you by us against amounts received on your behalf by us whether or not those invoices have reached the date due for payment.

### 5.5 Security

We may ask you to pre-pay amounts to us, or to provide security

for expenses and our fees. We will have your authority to draw on the amounts paid towards our fees and expenses, as they become due.

## 5.6 Trust Account

Our firm maintains separate trust accounts for all funds which it receives from clients (except for funds which are for payment of our invoices).

Where we place monies on deposit through our trust account with a bank we will be entitled to receive from the bank a commission payment on any interest earned.

## 5.7 Unpaid Invoices

If payment of our invoice by you is overdue, we may:

- a) not perform 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;
- c) charge interest on any amount more than 1 month overdue at a rate of 12% per annum.

In addition we may set off the amount of any invoices rendered to you by us against amounts received on your behalf by us.

## 5.8 Third parties

Although you may expect to be reimbursed by a third party for our fees and expenses, and although our invoice 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.

## 6. AML/CFT LAW

From 1 July 2018, all legal practitioners are required to comply with the Anti-Money Laundering and Countering Financing Terrorism Act 2009 (“AML/CFT Law”). As part of our requirements to comply, we WILL require you to fill out an **Individual Tax Residency Self-Certification form** enclosed with this letter and return it to us. The costs of AML/CFT law compliance relating to this instruction will be added to our charged on this matter.

## 7. TERMINATION

You may terminate this agreement at any time. We may terminate this agreement in the circumstances permitted by the NZLS Rules

You must pay us for the services we provide, and all expenses we have incurred, up to the date of termination.

## 8. INTELLECTUAL PROPERTY

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.

## 9. ELECTRONIC COMMUNICATIONS

We may communicate with you and others at times by electronic means. These communications can be subject to interference or interception or contain viruses or other defects (“corruption”). We do not accept responsibility for, and will not be liable for any damage or loss caused in connection with, or as a consequence of, the corruption of an electronic communication.

## 10. GENERAL

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

**10.2** We may change these Terms at any time, in which case we will send you amended terms.

**10.3** New Zealand law governs our relationship and New Zealand Courts have non-exclusive jurisdiction.