**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.

**SERVICES:**

The services we are to provide for you (the Services) are outlined in our letter of engagement along with any further instructions that you provide to us in writing (or that we record in writing).

In order to provide you with efficient advice and services and to provide the most cost-effective service, it may be that part or all of your instructions will be delegated to other professionals in our firm.

**COMMUNICATIONS:**

We will obtain from you contact details, including email address, postal address and telephone numbers. We may provide documents and other communications to you by email (or other electronic means). You will advise us if any of your contact details change.

We will report to you periodically on the progress of any engagement and will inform you of any material and unexpected delays, significant changes or complications in the work being undertaken. You may request a progress report at any time.

You agree that we may provide you from time to time with other information that may be relevant to you, such as newsletters and information bulletins.

**FINANCIAL:**

Fees: The fees which we will charge or the manner in which they will be arrived at, are set out in our engagement letter.

Disbursements and expenses: In providing services to you we may incur disbursements or have to make payments to third parties on your behalf. Expenses are the costs that we incur as an office in completing the transaction. This is made up of office administration such as photocopying, file, postage, tolls. We may require an advance payment for the disbursements or expenses which we will be incurring on your behalf.

GST (if any): Is payable by you on our fees and charges.

Invoices: We may send you interim invoices if the matter is one which by its nature takes some time to complete/resolve. You will receive an invoice on completion of the matter, or termination of our engagement. We may also send you an invoice when we incur a significant expense.

Payment: Invoices are payable within 14 days of the date of the invoice, unless alternative arrangements have been made with us.

* You authorise us to deduct our fees and other expenses from funds held in our trust account on your behalf on provision of an invoice to you, unless those funds are held for a particular purpose.
* If you have difficulty in paying any of our accounts, please contact us promptly so that we may discuss payment arrangements.
* If your account is overdue we may:
  + require interest to be paid on any amount which is more than 14 days overdue, calculated at the rate of at a rate of 2.5% per calendar month and shall accrue at such a rate after as well as before any judgement. You will indemnify us in the case of non-payment for all costs we incur in respect of collecting payment, including all debt collection, legal fees on solicitor client basis and filing fees etc.
  + stop work on any matters in respect of which we are providing services to you;
  + require an additional payment of fees in advance or other security before recommencing work;
  + recover from you in full any costs we incur (including on a solicitor/client basis) in seeking to recover the amounts from you, including our own fees and the fees of any collection agency.
* Payment may be made by direct credit to 060103-0786093-01

Fees and disbursements in advance: We may ask you to pre-pay amounts to us, or to provide security for our fees and expenses. We may do this, on reasonable notice, at any time.

Estimates: You may request an estimate of our fee for undertaking the Services at any time. If possible we will provide you with an estimate (which may be a range between a minimum and a maximum amount or for a particular task or step). An estimate is not a quote. Any significant assumptions included in the estimate will be stated and you must tell us if those assumptions are wrong or change. We will inform you if we are likely to exceed the estimate by any substantial amount. Unless specified, an estimate excludes GST, disbursements and expenses.

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, you remain responsible for payment to us in accordance with these Terms if the third party fails to pay us.

Trust Accounting: We operate a trust account. All money received from you or on your behalf will be held to your credit in our trust account.

* Payments out of the trust account will be made either to you or to others with your authority. Written authorisation from you (and if we are acting for more than one of you, from all of you) will be required when payment is to be made to a third party. Before making a payment to another account we may require verification of the account details by provision of (for example) a copy of a deposit slip, cheque or bank statement showing the account number, a signed authority from you including the bank account details, or a signed letter from the relevant financial institution providing bank account details.
* A full record of our trust account is kept at all times. A statement of trust account transactions detailing funds received and payments made on your behalf will be provided to you periodically and at any time upon your request.
* Unless it is not reasonable or practicable to do so, when we hold significant funds for you for more than a short period of time we will place them on call deposit with a bank registered under section 69 of the Reserve Bank of New Zealand Act 1989, subject to your having completed to the bank’s satisfaction any request for information relating to the deposit or certification required by the bank. Interest earned from call deposits, less withholding tax, will be credited to you.

**CONFIDENTIALITY AND PERSONAL INFORMATION**

Confidence: 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
* as expressly or impliedly agreed by you; or
* as necessary to protect our interests in respect of any complaint or dispute; or
* to the extent required or permitted by law.

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.

Personal information and Privacy: In our dealings with you we will collect and hold personal information about you.

* We will use that information to carry out the Services and to make contact with you about issues we believe may be of interest to you. Provision of personal information is voluntary but if you do not provide full information this may impact on our ability to provide the Services.
* You authorise us to disclose, in the normal course of performing the Services, such personal information to third parties for the purpose of providing the Services and any other purposes set out in these Terms.
* We may disclose your name and address to third parties such as credit agencies to perform a credit reference or to undertake credit management or collection processes if it is reasonable to do so.
* The information we collect and hold about you will be kept at our offices and electronic file storage sites elsewhere.
* You can contact us at any time to view or correct the information we hold about you.

**VERIFICATION OF IDENTITY:**

The Financial Transactions Reporting Act 1996 requires us to collect from you and to retain information required to verify your identity. We may therefore ask you to show us documents verifying your identity (such as a passport or driver’s licence). We may retain copies of these documents. We may perform such other customer verification checks as to your identity and checks as to the source of any funds associated with any transaction to which the Services relate as we consider to be required by law.

**DOCUMENTS, RECORDS AND INFORMATION:**

We will keep a record of all important documents which we receive or create on your behalf on the following basis:

* We may keep a record electronically and destroy originals (except where the existence of an original is legally important such as in the case of wills and deeds).
* At any time, we may dispose of documents which are duplicates, or which are trivial (such as emails which do not contain substantive information), or documents which belong to us.
* We are not obliged to retain documents or copies where you have requested that we provide them to you or to another person and we have done so, although we are entitled to retain copies for our own records if we wish to do so.
* We will provide to you on request copies or originals (at our option) of all documents to which you are entitled under the Privacy Act 1993 or any other law. We may charge you our reasonable costs for doing this.
* Where we hold documents that belong to a third party you will need to provide us with that party’s written authority to uplift or obtain a copy of that document.
* Unless you instruct us in writing otherwise, you authorise us and consent to us (without further reference to you) to destroy 3 years after our engagement ends (in respect of physical files) (or delete in the case of electronic records) all files and documents in respect of the Services 6 years after our engagement ends (other than any documents that we hold in safe custody for you or are otherwise obliged by law to retain for longer). We may retain documents for longer at our option.
* We own copyright in all documents or work we create in the course of performing the Services. You may not permit any third party to copy, adapt or use the documents without our written permission.

**COMPLIANCE:**

We are obliged to comply with all laws applicable to us in all jurisdictions, including (but not limited to):

* Anti-money laundering (AML) and countering financing of terrorism (CFT) laws; and
* Laws relating to tax and client reporting and withholdings.

We may be required to undertake customer due diligence on you, persons acting on your behalf and other relevant persons such as beneficial owners and controlling persons. We may not be able to begin acting, or to continue acting, for you until that is completed.

To ensure our compliance and yours, we may be required to provide information about you, persons acting on your behalf or other relevant persons or government agencies. There may be circumstances where we are not able to tell you or such persons if we do provide information.

Please ensure that you and/or any of the persons described previously are aware of and consent to this. It is important to ensure that all information provided to us is accurate. If the information required is not provided, or considered by us to be potentially inaccurate, misleading, or in contravention of any law, we may terminate or refuse to enter into an engagement.

**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.

**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.

**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.

**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 cases 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.