

TERMS AND CONDITIONS OF RETAINER

The following sets out the Terms and Conditions upon which we will act for you.

1. Our Service

Our firm is committed to serving you professionally and ethically. We will:

Act competently, in a timely way and in accordance with instructions received and arrangements made;
Protect and promote your interests and act for you free from compromising influences or loyalties;
Discuss with you your objectives and how they should best be achieved;
Provide you with information about the work being done, who will do it and the way the services will be provided;
Charge you a fee that is fair and reasonable and let you know how and when you will be billed;
Give you clear information and advice;
Treat you fairly, respectfully and without discrimination;
Keep you informed about the work being done and advise you when it is completed;
Let you know how to make a complaint and deal with any complaint promptly and fairly.

2. Instructions

In carrying out your instructions we will act in your best interest. Where instructions cannot be reasonably obtained for you, we may stop work until these are received. By instructing us you accept liability to pay each account or tax invoice (bill) that we may render in respect of such instructions. If you instruct us on behalf of someone else you are liable to pay our bill should we not be paid by that other person.

If you are instructing us as a director or officer of a company, then you are liable to pay our bill in the event of the company failing to pay.

3. Credit Policy

As a client you will be allocated a credit limit which will be:

(a) Confidential; (b) The total amount that we will allow you to owe to us from time to time; and (c) Able to be increased or decreased by us from time to time to take account of changed circumstances.

We may stop doing work (and instruct others we have asked to stop doing work) for you: (a) If your credit limit is exceeded; (b) If an existing bill owed to us by you is overdue; or (c) If we are recovering or attempting to recover an existing bill owed to us by you.

4. Credit Referencing

You authorise us to conduct such credit checks and searches of you and your financial and business affairs as deemed necessary by us. This may include entities in which you have control and/or a financial interest. You will provide all necessary further authorisations for such credit checks and searches as may be required as requested from time to time by us.

5. How We Charge

We charge a fee of our services calculated in accordance with Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008. In addition to our fee based on time engaged, you are responsible to pay the office expenses and disbursement costs or charges we will incur on your behalf not covered in our fee, and GST on our fee and any such costs/charges. The total of our fee, other costs and charges, office expenses and GST is referred to as our bill.

The Rules provide that we may take the following factors into account when calculating our fee: time and labour expended, skill, specialised knowledge and responsibility required, importance, urgency, complexity of the work and experience and ability of the legal professional involved. Work carried out by the legal professionals in our firm on your behalf may include (but is not limited to): (a) Personal telephone attendances on you and on your behalf (b) Correspondence with you (c) Attendances upon lawyers acting for other party(s) (d) Considering the law and facts relevant to you (e) Reading and considering relevant information (f) Drafting documents (g) Involvement in court proceedings (if applicable) (h) Dealing with third parties (i) Instructing third parties where relevant (j) Time spent travelling.

6. Office Expenses and Disbursements

Office expenses and disbursements (Other Charges) include expenses and costs which we may incur on our own account as principal or on your behalf as your agent. You authorise us to determine the status of whether Other Charges have been incurred as principal or as your agent in relation to each particular charge. Examples are public registry search and registration fees, agent's fees, third party payments, court and tribunal filing fees, barrister's fees, and travel expenses. These will normally be itemised separately.

Expenses of a more minor nature such as toll calls, faxes, photocopying, couriers, etc, will be included under the heading "File Administration Fee" in your account.

As with our fee, all Other Charges are subject to GST.

We reserve the right to ask you to prepay nominated Other Charges in advance of the cost being incurred by us. Failure to remit such prepayment to us in cleared funds may delay or prevent us from being able to work on your file.

7. How You Pay

We may either bill you at the completion of the work or we may interim bill you on a monthly basis throughout the course of completing the work. We are likely to interim bill you where your file is likely to take more than one month to complete.

Where work involves court proceedings and/or other substantial work, we may ask you to pay a bond to us on account of fees and/or Other Charges yet to be incurred.

If payment of our bill does not take place on due date, we may apply the bond to such unpaid account.

Where a request for a bond or money to be paid to us in advance is made we will not carry out work (or instruct others to carry out work) for you until such payment is made to us.

You authorise us to pay our bill by deduction from money we may be holding on your behalf. If our bill is not paid by deduction you will pay our bill no later than 14 days following the date of issue of the bill. If you do not pay within 14 days, we may: (a) Charge you interest calculated on a daily basis on the outstanding balance of the debt from the start of the month following the month in which payment of our bill was first due until payment in full is made. Interest charged will be at a rate equal to the standard interest rate charged by BNZ Visa from time to time; (b) Charge you the cost of recovery or attempting to recover any outstanding debt owed to us including legal costs on a solicitor-client basis; and/or (c) Stop doing further work for you.

If you anticipate that you will have difficulty in paying our bill by the due date you must contact us immediately on receipt of the bill to discuss arrangements for payment.

8. Settlement of Monies

For property and financing transactions where payment of monies is due by you, we required cleared funds for the correct amount to be deposited with us no last than the morning of the settlement. In practice cleared funds will usually mean a bank cheque. A personal cheque will not be an acceptable method of payment.

9. Termination of Legal Services

At all times you have the right to terminate our services upon written notice to us to that effect. Equally, we reserve the right to terminate our services at any time upon written notice (subject to our ethical obligations) to you.

In the event of termination, you are responsible to us for any recorded but as yet unbilled time, Other Charges, all unpaid bills, any interest and other recoverable costs and expenses to the date of termination.

10. Our Responsibility and Liability

Where you are retaining us to do work for you for the purposes of a business, you agree that the Consumer Guarantees Act 1993 (Act) will not apply to your retainer with us.

For a non-business purpose the Act will apply.

We do not accept any liability for loss arising from non-receipt of, or compromise of any communication, including e-mail or other internet based communications.

You are engaging us to provide legal services and not to provide or offer investment advice or opinion on matters of quality, risk or appropriateness of any particular asset being purchased, sold, acquired, divested, leased, financed or otherwise dealt with. You alone must accept responsibility for these and similar matters, and as a consequence you acknowledge that we are not and will not be providing advice or providing advice that you can rely on in relation to such matters.

11. Information Handling

You agree to provide us with any information that we may reasonably require to carry out your instructions, meet our statutory obligations, enforce any of our legal rights against you, and for our statistical and practice development purposes. You are responsible for the accuracy of any information provided to us by you and have the right to access and correct the personal information held by us which relates to you.

You agree to indemnify us against all liability arising out of or flowing from your provision to us of information that is incorrect or otherwise misleading, where we have acted or relied upon this information. You acknowledge that we do not have to check the accuracy of information that you provide to us.

If the collection of the information is authorized or required by or under the law, where it is reasonable in the circumstances, you will on request be informed of the particular law by or under which the information is so authorized or required and whether or not the supply of the information is voluntary or mandatory.

12. Privacy Information

Over the course of your involvement with us, we may collect and hold personal information concerning you. You acknowledge that failure to provide us with such information may prevent or limit the quality of services provided to you.

Information concerning you will be used by us to provide legal services to you, to obtain credit or other reference, to undertake credit management, and otherwise be dealt with for any property business purpose. We may at our discretion also inform you of issues and developments that may be of interest to you.

You authorise us to obtain from any person, or release to any person, any information necessary for the above purposes, and you authorise any person to release to us information that we require for such purposes.

Information concerning you will be held at our office. Under the Privacy Act 1993 you have the right of access to, and correction of, your personal information held by us. Charges for such access or correction may apply.

You should be aware that various laws and procedures require us to collect from you and retain information required to verify your identity.

13. File Retention

We will usually retain the file relating to the services for a period of up to seven or ten years. However, you may notify us at any time after we have completed work on the file that you wish to take over the storage of it. If we receive such a request in writing we will arrange for the file to be delivered into your care.

Where the file involves multiple clients, we will need the written approval of all the clients before the file can be released. Prior to delivering the file into your possession, we may copy any material on the file. We may also remove from the file any information that belongs to our firm. If we do not receive a request from you, we may destroy the file and its contents at the end of the file retention period referred to above, without further notification to you. In such event you release us from all liability whether direct or consequential arising out of or flowing from such destructions.

14. Duration of These Terms

These terms and conditions apply to all future legal work carried out or otherwise provided by us to you, and may be amended by us from time to time. Once communicated to you, any amendment(s) will supersede this document to the necessary extent.

We may amend these terms and conditions by direct notification to you, or by posting the amendment on our website.

15. Acceptance of the Terms

You agree to accept the above terms and conditions by instructing us to act for you, or by continuing to instruct us to act for you, after having received notice of this document.