

SweetmanLaw

STANDARD TERMS OF ENGAGEMENT

1. **Services**

1.1 The services we are to provide to you are outlined in our Letter of Engagement.

2. **Fees**

2.1 The fees we will charge and/or the manner in which they will be arrived at are set out in our Letter of Engagement. In the event the Letter of Engagement specifies a fixed fee, we will charge this for the agreed scope of services. Any work that falls outside that scope will be charged on an hourly rate basis. We will advise you when reasonably practicable if it becomes necessary for us to provide services outside the agreed scope and, if requested, an estimate of the likely amount of the further costs.

2.2 Our fees are based on the amount of time legal staff spend on your file at the applicable hourly rate, the seniority of the person, the complexity, the urgency of the matter and other principles of charging laid down by the Law Society. Where our fees are charged on an hourly basis, the hourly rates are set out in our Letter of Engagement. The differences in rates reflect the experience and expertise of our professional staff. Time spent is recorded in six minute units and time is rounded up to the next unit of six minutes.

3. **Disbursements and Expenses incurred on behalf of Client**

3.1 When providing services we may incur disbursements or have to make payments to third parties on your behalf (for example service fees, court filing fees and LINZ fees). These will be included in our invoice to you when the expense is incurred. We may require an advance payment for the disbursements or expenses which we will be incurring on your behalf.

4. **GST**

4.1 GST is payable by you on our fees and charges at the current rate.

5. **Invoices**

5.1 We will send interim invoices to you, usually on a monthly basis and/or on the completion of the matter or termination of our engagement. We may also send you an invoice when we incur a significant expense.

6. **Payment**

6.1 Invoices are payable within seven (7) days of the date of the invoice unless alternative arrangements have been made with us. We may require interest to be paid on any amount which is more than 30 days overdue. Interest will be calculated at the rate of 12.5% and will include costs payable (including legal costs) on the recovery.

6.2 We reserve the right to decline to continue to undertake work for you or to provide any further work, services or representation in the event of non-payment or delay in payment of our account.

7. **Security**

7.1 We may ask you to pre pay amounts to us, or to provide security for our fees and expenses. You authorise us to:

- (a) Debit against amounts pre paid by you; and
- (b) Deduct from any funds held on your behalf in our trust account.

8. **Third Parties**

8.1 Although you may expect a third party to reimburse us 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 agree to remain responsible for payment if the third party fails to pay us.

9. **Joint and Several Liability**

9.1 If there is more than one person comprising the client, each person is jointly and severally liable for payment for any accounts rendered.

10. **Confidentiality**

10.1 We will hold in confidence all information concerning you and 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:

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- (a) To the extent necessary or desirable to enable us to carry out your instructions; or
 - (b) To the extent required by law or by the Law Society's Rules of Conduct and Client Care for Lawyers.
- 10.2 Confidential information concerning you will, as far as practicable, be made available to only those within our firm who are providing legal services to you.
- 10.3 We will not disclose to you confidential information which we have in relation to any other client.
11. **Termination**
- 11.1 You may terminate your retainer with us at any time. Upon termination of the retainer we will render a final account to you and shall hold a lien over your files and documents until payment of the outstanding account is made in full.
- 11.2 We may terminate our retainer with you in any of the circumstances set out in the Law Society's Rules of Conduct and Client Care for Lawyers.
- 11.3 If our retainer is terminated, you must pay to us all fees and expenses due to us up to the date of termination and all expenses incurred up to that date.
12. **Retention of Files and Documents**
- 12.1 Without further reference to you, you authorise us to destroy all files and documents for this matter (other than any documents that we hold in safe custody or deeds for you) seven years after our engagement ends, or earlier if we have converted those files and documents to an electronic format.
13. **Conflicts of Interest**
- 13.1 We have procedures in place to identify and respond to conflicts of interest. If a conflict of interest arises, we will inform you of this and follow the requirements and procedures set out in the Law Society's Rules of Conduct and Client Care for Lawyers.
14. **Duty of Care**
- 14.1 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 in writing.
15. **Trust Account**
- 15.1 We maintain a trust account for all funds which we receive from clients (except for monies received for payment of our invoices). If we are holding significant funds on your behalf we will normally lodge those funds on interest bearing deposit with a bank. In that case we will charge an administrative fee on the interest derived.
- 15.2 When acting for you in property or financing matters, we require that our trust account is credited before 11.00am on the day of settlement for cleared funds for the correct amount.
16. **General**
- 16.1 These terms apply to the current engagement and also to any future engagement, whether or not we send you another copy of them.
- 16.2 We are entitled to change these terms from time to time in which case we will send you amended terms. No waiver by us of a breach of a term of engagement shall be deemed to be a waiver of any other term.
- 16.3 Our relationship with you is governed by New Zealand law and the New Zealand Courts have non-exclusive jurisdiction.
- 16.4 Sweetman Law is the trading name of Sweetman Law Limited.