

WADHAM PARTNERS LAWYERS : 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.

1. Services

1.1 The services which we are to provide for you are outlined in our engagement letter.

2. Financial

2.1 Fees:

The fees which we will charge for the manner in which they will be arrived at, are calculated by reference to the following factors:

- (a) The time and labour expended
- (b) The skill, specialised knowledge and responsibility required to perform the services properly
- (c) The importance of the matter to the client and the results achieved
- (d) The urgency and circumstances in which the matter is undertaken and any time limitations imposed, including those imposed by the client
- (e) The degree of risk assumed by us in undertaking the services, including the amount or value of any property involved
- (f) The complexity of the matter and the difficulty or novelty of the questions involved
- (g) Our experience, reputation and ability
- (h) The possibility that the acceptance of the particular retainer will preclude engagement of us by other clients.
- (i) The reasonable costs of running a practice.
- (j) The fee customarily charged in the market and locality for similar legal services
- (k) If the engagement letter specifies a fixed fee, we will charge this for the agreed scope of our services. Work which falls outside that scope will generally be charged on an hourly rate basis. We will advise you as soon as reasonably practicable if it becomes necessary for us to provide services outside the agreed scope and if requested, give you an estimate of the likely amount of the further costs.

2.2 **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 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.

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

2.4 **Invoices:** We may send interim invoices to you, usually monthly and on completion of the matter, or termination of our engagement. We may also send you an invoice when we incur a significant expense.

2.5 **Payment:** Invoices are payable within a reasonable time after the date of issue, if not deducted by us from funds which we receive on your behalf in completing the transaction. If fees are taken by deduction, we will provide you with an invoice when accounting to you with the balance of your funds.

2.6 **Security:** We may ask you to pre-pay amounts to us on account of fees of third parties, expenses or disbursements for which we have provided an invoice.

2.7 **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, nevertheless you remain

responsible for payment to us if the third party fails to pay us.

3. Confidentiality

3.1 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:

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

3.2 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.

3.3 We will of course, not disclose to you confidential information which we have in relation to any other client.

4. Termination

4.1 You may terminate our retainer at any time.

4.2 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*.

4.3 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.

5. Retention of files and documents

5.1 You authorise us (without further reference to you) to destroy all files and documents for this matter (other than documents that we hold in safe custody for you) 7 years after our engagement ends, or earlier if we have converted those files and documents to an electronic format.

6. Conflicts of Interest

6.1 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*.

7. Duty of Care

7.1 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.

8. Trust Account

8.1 We maintain a trust account for all funds which we receive from clients (except 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 administration fee of 5% of the interest derived. If, for instance, the bank rate is 7%, then if \$1,000.00 were deposited for one year, the interest would be \$70.00. Our administration fee at 5% would be \$3.50.

9. General

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

9.2 We are entitled to change these Terms from time to time, in which case we will send you amended Terms.

9.3 Our relationship with you is governed by New Zealand law and New Zealand courts have non-exclusive jurisdiction.