

# Terms of Engagement

These 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 which we are to provide for you are outlined in our engagement letters sent to you from time to time.

## Financial

### Fees

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

If the engagement letter specifies a fixed fee, we will charge this for the agreed scope of our services. Work outside that scope will 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 costs.

Where our fees are calculated on an hourly basis, the range of current hourly rates are set out in our engagement letter but may change without further notice. The differences in our hourly rates reflect the experience and specialisation of our professional staff. Time spent is recorded in 6 minute units.

### Fee factors

We will charge reasonable fees and disbursements based upon the following factors:

- (a) the time and labour expended;
- (b) the skill, specialised knowledge and responsibility required to perform the services properly;
- (c) the urgency and circumstances in which the matter is undertaken and any time limits imposed, including those imposed by you;
- (d) the complexity of the matter and the difficulty or novelty of the questions involved; and
- (e) any quote, estimate or fee agreement.

### 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.

### GST

Is payable by you on our fees and expenses.

## Hayman Lawyers

 [results@haymanlawyers.co.nz](mailto:results@haymanlawyers.co.nz)

 [haymanlawyers.co.nz](http://haymanlawyers.co.nz)

 04 472 0338

 Level 14, 109-125 Willis Street,  
Wellington

## Invoices

We may send interim or on account invoices to you, usually monthly, and on completion of the matter, or on 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. We are entitled to charge interest on any amount which is more than 14 days overdue. Interest will be calculated at the rate of 5% above our main trading bank's 90-day bank bill buy rates as at the close of business on the date payment became due.

We are also entitled to recover our debt collection costs and disbursements on any amounts which are more than 14 days overdue.

## Security and deductions

We may ask you to pre-pay amounts to us, or to provide security for our fees and expenses.

You authorise us:

- (a) to debit against amounts prepaid by you; and
- (b) to deduct from any funds held on your behalf in our trust account any fees, expenses or disbursements for which we have provided an invoice.

## 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.

## Confidentiality

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 law or by the Law Society's Rules of Conduct and Client Care for Lawyers.

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.

Besides our staff, we share this information with Centrix to verify, address and ID information when required .

## Our email correspondence with you

You authorise us to use any email address that you give us to communicate with you about the work we do for you.

We have security protocols in place. However, we cannot guarantee that emails will always be free from viruses or other defects, are secure, or will be received.

We may occasionally email you information we think is relevant and useful to you. If you do not want to receive that information, please let us know.

## 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.

## Retention of files and documents

You authorise us (without further reference to you) to destroy all files and documents for your matters seven years after our engagement ends, or earlier if we have converted those files and documents to an electronic format.

If you give us a paper document, or we receive one on your behalf, you authorise us to destroy it after making an electronic copy of that document.

We will not destroy wills or any other document we have agreed in writing to hold in safe custody for you.

## Conflicts of interest

We have procedures in place to identify and respond to conflicts of interest. If a conflict of interest arises, we will advise you 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.

## Your obligations and liability for fees

You will provide us with accurate and complete information necessary to complete the legal services for you.

You accept responsibility for all records and information supplied to us and you accept responsibility for any failure to supply us with all relevant records and information.

## Trust account

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 as below for the interest derived quarterly for Call deposits and at maturity for Term deposits.

- (a) gross interest earned between \$50-\$4,999 — commission rate 7%
- (b) gross interest earned between \$5,000-\$14,999 — commission rate 5%
- (c) gross interest earned over \$15,000 — commission rate 2%

## 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 case we will send you amended terms.

Our relationship with you is governed by New Zealand law and New Zealand courts have nonexclusive jurisdiction.