

PARKER and MARRINER

Standard Terms of Engagement

LAWYERS

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 which we are to provide you with are outlined in our engagement letter.

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. These will be included in our invoice to you when the expense which we will be incurring 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 (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. Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment 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.
- **Security:** We may ask you to prepay amounts to us, or to provide us with security for our fees and expenses. You authorise us to debit against amounts prepaid by you and 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 invoices may at your request, or with your approval, be directed to a third party, nevertheless you remain responsible for the 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 information to any other person except:

- To the extent necessary or desirable to enable us to carry out your instructions; or
- To the extent required by the law or 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. We will, of course, not disclose to you confidential information which we have in relation to any other client.

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 FILE AND DOCUMENTS:

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

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.

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 as a matter of practice will lodge those funds on interest bearing deposit for your credit with a bank.

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.