

STANDARD TERMS OF ENGAGEMENT

These Standard Terms of Engagement apply in respect of all work carried out by Auld Brewer Mazengarb & McEwen (“the Firm”) for you, except to the extent that we otherwise agree with you in writing.

1. Fees and Charges

- A fee estimate and/or the basis upon which fees will be charged will be set out in our Letter of Engagement. If work is to be charged for on a time basis, the then current hourly rate of each lawyer involved will apply. Each lawyer's hourly rate is subject to review at least annually. Time is recorded in units of six minutes, with time rounded up to the nearest unit of six minutes.
- Where the work required falls outside of the scope of any initial estimate, we will advise you as early as practicable that the initial estimate no longer applies.
- Estimates will be provided and reviewed upon request.
- Fees are calculated in accordance with the New Zealand Law Society guidelines including:
 - Skill, specialised knowledge, and responsibility
 - Time involved
 - Complexity
 - Urgency
 - Importance of the work and the results achieved
 - Risk
 - Experience, reputation, and ability of the lawyer(s) involved
 - The lawyer(s) involved not being available to other clients because of their commitment to the required work
 - Fixed or conditional fees

- Any quote or estimate of fees given by the lawyer
- Any fee agreement entered into between the lawyer and client
- The reasonable costs of running a practice
- The fee customarily charged in the market and locality for similar legal service(s)

- In providing services to you, we may incur disbursements or have to make payments to third parties on your behalf. A bureau fee may also be charged to cover ordinary expenses. Any additional charges will appear on the invoice for the period in which they are incurred. Payment in advance may be requested for disbursements.
- As applicable, GST will also be charged on our fees and charges.
- 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, you nevertheless remain responsible for payment to us if the third party fails to pay us.

2. Payment of Accounts

- Accounts are due for payment either on settlement of transactions or otherwise on the 20th day of the month following the date of the account (“due date”). If you have difficulty making payment of any account, please let us know immediately.
- An account will be sent on completion of your instructions. Interim accounts may however be sent monthly or such other frequency as the Firm thinks appropriate.



- Outstanding accounts will incur interest at the rate of 1% per month charged at our discretion.
- Accounts which have not been paid by the 20th of the month following due date may be referred to a debt collection agency without notice.
- You will be liable for all our collection costs (including legal costs).
- We may ask you to pre-pay amounts to us, or to provide security for our fees and expenses. You authorise us 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.
- You may wish to make periodic payments into our trust account on account of fees, expenses or disbursements.

3. Confidentiality

- If legal requirements require proof of identity, any of the following forms are acceptable:
 - Drivers Licence
 - Passport
 - Photo Credit Card
- We 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:
 - To the extent necessary or desirable to enable us to carry out your instructions, or
 - To the extent required by law or by the Law Society's Rules of Conduct and Client Care for Lawyers.
- This information will only be made available to those people within the Firm who are providing legal services for you, as far as this is practicable. We will not disclose to you confidential information which we have concerning any other client.

- We may retain copies of your documents and records should we provide you with the original of these.

4. File Destruction

- Generally, files will be destroyed 10 years after file closure.

5. 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 of this and follow the requirements and procedures set out in the Law Society's Rules of Conduct and Client Care for Lawyers.

6. 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 in writing.

7. Trust Account

- We maintain a trust account for all funds which we receive from clients (except moneys received for payment of our invoices).
- You can pay your funds to us by direct credit or by cheque (including bank cheque) made payable to Auld Brewer Mazengarb & McEwen Trust Account.
- Any funds that we receive from you, or on your behalf, are held on trust for you until distributed in accordance with your instructions.
- All payments of funds, other than to you, will only be made with your prior written authority. Written authority means a letter or facsimile signed by you and does not include an email. Any funds that are paid to you will be paid by trust account cheque.
- If your payment to us is not made in cleared funds (for example, by personal cheque) then we may wait until the funds have cleared before disbursing the funds in accordance with your instructions.



- If we receive funds for you, we will (subject to any other obligations we have) pay them to you once we are satisfied that those funds have been cleared through the banking system. This may mean that if funds are paid to us electronically you may not receive them until the next banking day.
- We will not issue you with a receipt unless you request one.
- We keep records of your funds going into, or out of, our trust account and of any of your funds that have been put on interest bearing deposit.
- If we are holding significant funds on your behalf, we will normally lodge those funds on interest bearing deposit with our bank. In that case we may charge an administration fee of up to 6% of the gross interest earned.
- Each year you will be sent a Resident Withholding Tax Certificate (if applicable). While we do not have a policy of regularly sending records of your funds to you, we will supply you with a copy of your records on request unless we are prevented from doing so ethically or by law. If appropriate, a reasonable charge may be made for providing you with a copy of your records.
- We will not use any of your funds for our own benefit. However, we may lawfully claim a set off against, or lien over, all or part of your funds (including their proceeds) for any of your debts due to us.

8. Electronic Communication

- Where we correspond with you using electronic communication (as defined in the Electronic Transactions Act 2002), the rules set out in the Electronic Transactions Act will apply except that electronic communications sent to us will be deemed to be received by us at the time they come to our attention.
- Electronic communication will be used unless you advise us to the contrary.

9. Application of Standard Terms of Engagement

- These Standard Terms of Engagement outline the terms upon which instructions are accepted.
- These terms apply to any current engagement and any future engagement, whether or not we send you another copy of them. They are available online at www.abmm.co.nz for your perusal at any time.
- Your instructions represent acceptance of these terms.
- We may unilaterally change these Standard Terms of Engagement over time. You will be notified of any such changes. Any such change will not have a retrospective effect.
- Our relationship with you is governed by New Zealand law and the New Zealand courts have exclusive jurisdiction.