

TERMS OF ENGAGEMENT OF McVEAGH FLEMING ("the firm")

The following terms and conditions apply between us as a firm and you as the client:

Lawyers

1. Our aim at all times is to provide quality legal services in a prompt, efficient and economical manner. This may involve utilising other partners, solicitors, legal executives or assistants within the firm with the requisite or suitable expertise for the completion of various tasks. In appropriate cases it may also involve utilising the expertise of external Counsel. A partner will be available to oversee all work.
2. We will inform you as soon as possible if we are unable or unwilling to act for you due to a conflict or a potential conflict of interest.
3. On request you are required to provide us with a current residential address and suitable identification, although an alternative address or box number may be given for correspondence. We will report to, and take instructions from you and from any person or entity authorised or reasonably believed by us to be authorised by you to give such instructions.
4. At all times you are obliged to provide us with all or any relevant instructions, information, evidence and documents, and in a timely manner. Any failure to do so may have a material effect on our conclusions and the provision of work, services or representation.

Fees

5. Our fees will be based on the amount of time spent by partners, solicitors and legal assistants on your file, based on the hourly rate applicable at the time, the seniority of the person dealing with the matter, its complexity, the degree of urgency required, the time spent, and the other principles of charging laid down by the New Zealand Law Society. Usually the time spent on a file is recorded electronically.
6. Each partner, solicitor, legal executive or para-legal has an hourly billing rate based generally on his or her experience and any special expertise. At any time you may request the hourly rate of any partner, solicitor or legal assistant working on your file. We reserve the right to change those hourly rates from time to time.

Retainer

7. Before commencing work on a matter we shall be able to require an advance against fees, disbursements and other charges. This retainer will be deposited into our trust account, and it may be used to pay any invoice rendered by us or any disbursement on your behalf.
8. We shall be entitled to ask you to make further retainer payments from time to time as the matter advances and if the earlier retainer payment has been used. Any remaining balance of the retainer will be returned to you upon the completion of our services.
9. We reserve the right to decline to act if there is a failure or delay in payment of any retainer requested. A non-payment of a retainer may also result in a delay in our undertaking of work or providing services for you, and it may result in our withdrawing our services and representation.

Accounts

10. Fees, disbursements and other charges will normally be billed monthly, and our invoices are payable on receipt. Our accounts are marked "E & O E" standing for errors and omissions excepted. Accounts rendered to you shall be paid in full before we undertake or provide any further work, services or representation.
11. We can also charge interest on the sums billed if the payment of an account is overdue. The interest charged will be at 12.5 per cent per annum, and will be payable by you on demand. All costs incurred by us in recovery of our accounts rendered shall be payable by you as a fee.
12. We reserve the right to decline to undertake or provide any further work, services or representation due to the non-payment of any account rendered or any delay in payment.

Disbursements and Office Service Fees

13. In addition to our fees, we are entitled to reimbursement for disbursements and office service fees incurred or in respect of all other charges as are reasonably necessary to carry out your instructions. Common disbursements are Court filing fees, process server fees, Companies Office and Land Titles Office search and registration fees, e-dealing fee, courier, faxes, toll calls, photocopying and agency charges. Disbursements may also include external Counsel's or mediator's fees and an office service fee will be charged for forms, stationery and office bureau. Our office service fee is generally established by reference to a scale of charges based on the fee value of the invoice.
14. In appropriate cases disbursements will be requested in advance, and shall be paid prior to the provision of work, services or representation.
15. We use Central Search and Registration for searching, registration and filing. The owners of this business are associated with the partners of the firm.

Joint and Several Liability

16. If there is more than one person comprising the client, each person is jointly and severally liable for payment in due time of all the firm's accounts and other charges, such as those under clauses 11 and 13.

Moneys Held or Received

17. For property and financing transactions, you must credit our trust account with the ASB Bank before 10.00 am on the day of settlement with cleared funds for the correct amount.
18. We will be entitled to deduct at any time our fees, disbursements and other charges from any money held or received on your behalf. The raising of an invoice to you is authority for such a deduction, and such invoices shall be forwarded to you.

Transfers and Payments of Client's Trust Money

19. If there is more than one person comprising the client the firm is entitled to act on the individual instructions of one of you as to where transfers of or payments from your funds are to be made. You each hereby jointly and severally instruct and authorise the firm to make transfers or payments on such basis. Any variation to this authority must be communicated in writing by you to the firm.

Termination of Legal Services

20. You may terminate our services and representation at any time upon written notice to us. We will render a final account to you, and at all times we shall have a lien over your file, papers, information, money held and money received on your behalf until payment in full of all or any accounts.
21. We reserve the right to seek to withdraw from our representation with your consent, or by an order of a Court, and otherwise we may decline to act further or withdraw our services on giving notice (whether oral or written) for good cause, including without limitation for any failure to pay an account rendered or due to any delay in payment.

Information and Privacy

22. All information we receive from you will be kept confidential. Such information will only be disclosed when necessary in order to give effect to your instructions, or if otherwise required by law.

Engagement

23. By you engaging our services or continuing to instruct us after receiving or being notified of these terms of engagement, and by us providing work, services or representation, you agree to and are deemed to immediately accept the terms and conditions as set out above (unless we receive written notice from you otherwise and such change is expressly agreed to by us in writing).
24. No waiver by us of a breach of any term of engagement shall be deemed to be a waiver of any other term or subsequent breach.
25. These terms of engagement constitute the entire understanding between you and us.