



## TERMS OF ENGAGEMENT

BECKER & CO. are pleased to be able to assist you. This document sets out the standard terms and conditions of payment of professional fees and disbursements. Please take the time to read this document.

### Services

1. THE services provided which we are to provide for you are outlined in our Letter of Engagement.

### Professional Fees

2. You agree that we may deduct from any funds held on your behalf in our trust account any fees, expenses, or disbursements for which we have provided an invoice.
3. THE fees which we will charge or the manner in which they will be arrived at, are set out in our Letter of Engagement.
4. IF the Letter of Engagement specifies a fixed fee, we will charge this for the agreed scope of our services. Work which falls 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 likely amount of the further costs.
5. THERE are fixed fees for services such as Conveyancing, Trusts, Financing and Refinancing, Wills, Powers of Attorney, Relationship Property Agreements and Dissolutions of Marriage. The Fee will be indicated in your "Letter of Engagement". The current charge-out rate for a first meeting is \$200 + GST for ½ hour or \$400 + GST for one hour and thereafter \$400 plus GST per hour for individuals for the Principal's time, at a rate between \$400 and \$350 plus GST per hour for Senior Associates and Consultants, \$200 plus GST per hour for Staff Solicitors and \$120 + GST per hour for an interpreter (these rates may change and we will advise you if this is the case – in the case of an ongoing matter we will identify any changes in rates in our Note of Costs).
6. THE differences in those rates reflect the experience and specialisation of our professional staff. The charge-out rates apply to all work undertaken, recorded in six minute increments - discussions, meetings, telephone calls with you or with others about your matter, research, letters to you or others, review of documents, drafting, emails, etc. We may require some funds in advance and these funds are on account of costs and are not an indication of the costs incurred.
7. 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.
8. THERE may be a higher hourly rate or additional charge made for urgency, responsibility or difficulty. There may be a fixed charge for use of the firm's precedents. There

will be a separate charge for disbursements and a standard charge of \$30.00 plus GST upon each account for stationery, faxing, toll calls, e-mails etc.

9. A quote or estimate will only be provided in writing, however, it may not be possible or practical to provide one to you. There will be no refund or discount.

### Legal Aid

10. PLEASE note that this firm does not handle Legal Aid matters and the principal is not registered for Legal Aid. If you think that you may be eligible for Legal Aid (e.g. you earn less than approximately \$20,000 p/a) then we are happy to refer you to Legal Services Agency who will put you in touch with a Legal Aid Solicitor.

### Billing

11. INTERIM accounts will be issued. If you require bills to be sent after a specific amount of time then we are happy to accommodate. Funds on account of costs may be requested in advance.
12. ACCOUNTS are due to be paid within 7 days of the date of the invoice. Accounts will bear interest at the rate of 2.00 per cent per month, or part thereof. If an account is unpaid you are aware that any work in progress may be halted until paid. All costs and disbursements incurred in collection of overdue accounts will be payable by you and you will pay Becker & Co's usual hourly rate for time spent in collecting overdue accounts. If we have to employ a debt collection agency or file court proceedings in order to recover any costs from you, then you will also be liable for those extra expenses in addition to your outstanding fees.
13. 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 pre-paid 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.
14. 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.

### Termination

15. YOU may terminate our retainer at any time.
16. 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
17. 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.
18. WE are able to cease working for you if you fail to pay our bills or fail to provide funds in advance if requested.

### Storage of files

19. ON completion of work, we will store your file for seven (7) years. You authorise us to destroy your file after this time.

### Limitations on our Obligations or Liability

20. Our liability to you howsoever arising is limited to the amount recoverable under any professional indemnity insurance that we hold at the time that liability is determined.

## Acknowledgment

21. YOU jointly and severally understand, acknowledge and accept the terms and conditions above and further acknowledge that:
- a. YOU are not, and have not been, bankrupt. You have no pressing creditors, nor any outstanding claims, or notice of any claim or pending litigation, against you except as detailed on this document.
  - b. IF the aforesaid client is a company or you instruct Becker & Co. to perform any work on behalf of a company, or any work undertaken may be considered as being undertaken for a company, you irrevocably guarantee payment of the above amounts to Becker & Co as if you were the principal debtor.
  - c. IT may be necessary to undertake a substantial amount of research into legislation and case law and that review of documents and preparation of opinion may take a substantial amount of time.
  - d. YOU authorise Becker & Co. to seek information about you from a credit reporting agency including as to your address and credit status particularly if you have failed to pay your account. You understand that if you fail to pay your account Becker & Co. may list you with a credit reporting agency and advise that agency that you have failed to pay.
  - e. IT is difficult to provide an estimate of time in advance. If the matter is potentially a litigation matter or you wish to avoid or mitigate the effect of a contract or the matter is a commercial issue there may be research required to lay the foundation before any action is taken.
  - f. LITIGATION and immigration matters are uncertain and that no guarantee can be given as to the chances of success. You acknowledge that these matters may be expensive and if you are unsuccessful with an application you will not receive a refund of your fees.
  - g. IF a debt is outstanding you authorise Becker & Co. to contact your relative at any address.
  - h. YOU have been given the opportunity to clarify any of these terms and conditions and that you understand this document fully.
  - i. You have received a copy of:
    - i. This Terms of Engagement and attached Schedule which forms part of this agreement; and
    - ii. Information for Clients.
  - j. You have read and accept the terms and conditions contained in the above documents.
  - k. You agree that any variation of the above terms and conditions contained in these documents and any Letter of Engagement and any quotes or estimate must be in writing;
  - l. That we, Becker & Co., are authorised to email to you:
    - i. Any correspondence; and
    - ii. Information or newsletters which we may consider to be of interest to you.

<b>SCHEDULE A</b> <b>GENERAL INFORMATION</b>
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### Professional Fees

1. FACTORS taken into account when charging are in accordance to the Lawyers and Conveyancers (Lawyers Conduct and Client Care) Rules 2006.

### Confidentiality

2. 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.
3. 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.
4. WE will of course, not disclose to you confidential information which we have in relation to any other client.

### Conflicts of Interest

5. 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.

### Duty of Care

6. 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

7. 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.

### General

8. THESE Terms apply to any current engagement and also to any future engagement, whether or not we send you another copy of them.
9. WE are entitled to change these Terms from time to time, in which case we will send you amended Terms.
10. OUR relationship with you is governed by New Zealand law and New Zealand courts have non-exclusive jurisdiction.