

TERMS OF ENGAGEMENT

These Standard Terms of Engagement (“Terms”) apply in respect of all work carried out by me for you, except to the extent that I otherwise agree with you in writing.

SERVICES

The services I will provide for you are outlined in my engagement letter.

FINANCIAL

Fees: My fees are based on an hourly rate which is set out in my engagement letter. Time spent is recorded in 6 minute units, with time rounded up to the next unit of 6 minutes. As well as time, I may take others factors into account in my fee such as skill, specialised knowledge, importance of the matter, result achieved, urgency, time limits, complexity or novelty.

Disbursements and expenses: In providing services I may incur disbursements or have to make payments to third parties on your behalf (e.g. Court filing fees). These will be included in my invoice to you.

GST: My fees exclude GST.

Invoices: I will send interim invoices to you, usually monthly and on completion of the matter, or termination of our engagement. I may also send you an invoice when I incur a significant expense.

Payment: Invoices are payable within 7 days of the date of the invoice, unless alternative arrangements have been made with me in advance. I may require interest to be paid on any amount which is more than 7 days overdue. Interest will be calculated at the rate of 1% above the rate charged by my bank for my overdraft facility as at the close of business on the date payment became due.

Third Parties: Although you may expect to be reimbursed by a third party for my fees and expenses, and although my invoices may at your request or with your approval be directed to a third party, nevertheless you remain responsible for payment to me if the third party fails to pay me.

CONFIDENTIALITY

I will hold in confidence all information concerning you or your affairs that I acquire during the course of acting for you. I will not disclose any of this information to any other person except:

- 1) to the extent necessary or desirable to enable me to carry out your instructions;
- 2) to the extent necessary or desirable for me to properly and efficiently run my practice; or

- 3) to the extent required by law or by the Law Society's Rules of Conduct and Client Care for Lawyers.

I will of course, not disclose to you confidential information which I have in relation to any other client.

CONFLICTS OF INTEREST

I have procedures in place to identify and respond to conflicts of interest. If a conflict of interest arises I 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

My duty of care is to you and not to any other person. Before any other person may rely on my advice, I must expressly agree to this.

TERMINATION

You may elect to discontinue my services at any time.

I 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 my retainer is terminated you must pay me all fees due up to the date of termination and all expenses incurred up to that date.

RETENTION OF FILES AND DOCUMENTS

You authorise me to hold and store data, files and documents for you physically and/or electronically. Electronic data may be held by me on servers, personal computers, mobile devices, cloud computing services or in any other manner I utilise in the day to day running of my practice.

You authorise me (without further reference to you) to destroy all physical files and documents for this matter 7 years after our engagement ends, or earlier in the case of files and documents held in an electronic format.

GENERAL

These Terms apply to any current engagement and also to any future engagement, whether or not I send you another copy of them.

I am entitled to change these Terms from time to time, in which case I will send you amended Terms.