

Terms and Conditions of Engagement

1. Basis for charging

Our fees are based on the guidelines laid down by the New Zealand Law Society. In fixing the fee we take account of matters such as

- the time spent
- the skill and knowledge and responsibility required
- the value of property involved
- the complexity novelty importance and urgency of the matter
- the reasonable costs of running a practice
- the result

2. Instructions from clients

We will only act following receipt of instructions from a client. By instructing us the client accepts liability for our fees and for all disbursements incurred in respect of the instructions. In many cases we will act on verbal instructions from clients but in some instances we will require a client to provide instructions to us in writing.

3. Estimate of Fees

Where possible we will provide an estimate of the fees we will charge on a particular matter. The estimate will be our assessment as to what the fee is likely to be. However, an estimate is exactly that. It not to be relied on as a quote. If the work does not proceed as expected due to unexpected complications, or if the work proves more complicated than originally anticipated, our fee may be higher than originally estimated.

Any estimate will be based on our usual hourly rate and on our assessment of the time the matter is likely to take to complete. In disputed civil, family, or commercial matters it may be impossible to give an accurate estimate of the fees because of the uncertainties that exist in resolving disputed matters.

Where an estimate has been given and it appears that it will be exceeded, we will endeavour to advise the client of the reasons and obtain further instructions before proceeding further.

Please note that in some cases it will be possible to provide a quote.

4. Credit Policy

Invoices for services rendered are payable upon receipt by the client. We reserve the right to stop providing legal services if payment has not been received of any invoice rendered by us.

We generally charge interest on invoices not paid after 30 days.

As a rule we do not provide credit facilities but in some cases are prepared to enter into arrangements for bills to be paid off over time.

5. When will bills be rendered?

We have a policy of rendering interim accounts on an on-going basis as the matter proceeds, although property matters and other transactional type work will be billed at the time of settlement or on completion of the work.

Our policy of interim billing is designed to assist the client by spreading the payments over time. It will also enable the client to keep track of how much the work is costing. Where files are billed monthly the client's account will usually be calculated purely on the basis of the time spent. When a final bill is rendered an adjustment may be made to allow for those factors mentioned above.

6. Disbursements.

At times payments have to be made to other people for things to be done, for example filing fees, search fees, agency fees and similar payments (called disbursements). We reserve the right to ask either for these specific amounts or for an approximate amount to cover these expenses to be paid to us to ensure that we are not out of pocket.

If Counsel or agents are to be instructed we reserve the right to require payment of Counsel's or the agents' estimated fees into our trust account before the instructions are issued. By instructing Counsel or agents we undertake an obligation to pay the fees and accordingly require to be protected for these.

7. When is payment due?

Payment is due upon issue of the invoice. If we are holding money for the client (for example from the sale of the client's house) we reserve the right to deduct the account from that money. In all cases we will provide the client with a full statement setting out details of the money received on behalf of the client and the fees deducted. By signing this agreement the client irrevocably acknowledges that payment of our costs and disbursements in this manner is made for the convenience of the client and at the request of the client and in lieu of the client making payment to us by cheque or other means and, for the purposes of the Law Practitioners Act 1982, such deduction shall be treated as if the client had remitted such payment to us without reservation.

In certain circumstances we may agree to fees being paid by way of automatic payment authority. The firm is not obliged to agree to such a proposal and the provisions of clause 8 may apply to such an arrangement.

8. What if the client can't pay on time?

If payment is not made by the due date, interest is payable at the rate of 10% per annum on any account more than 14 days overdue. If we incur costs in obtaining payment the client will be liable for those costs.

9. Companies and trusts

If the client is instructing the firm in the client's capacity as a director or shareholder of a company or as a settlor or trustee of a trust or executor or administrator of an estate

then the instructions are accepted on the basis that the client remains at all times personally liable (along with the company, trust or estate) to pay our fees and disbursements.

10. Lien

Where work has been done by the firm but we have not been paid, then as a general rule we have the right to retain certain original documents and correspondence on the client's file until such time as all outstanding fees, disbursements and other expenses have been paid. This is known as a lien. This will be particularly important in circumstances where you decide for whatever reason to instruct another firm.

11. Problems or Concerns

We are bound by the Rules of Professional Conduct for Barristers and Solicitors which are administered by the New Zealand Law Society. Among other things those Rules spell out the procedures for dealing with complaints on the revision of fees charged.

Should the client be unhappy with or uncertain about any aspect of our work or billing the client should discuss the matter with us to see if the issue can be resolved. The client should first deal with the practitioner doing the work and if still dissatisfied seek to speak to the partner of the firm overseeing the client's matter.

If a solution cannot be found between the firm and the client, the Law Society will assist.

A hard copy of our Terms and Conditions can be posted or faxed to you on request.

I/We confirm that I/We have read and understand these Terms and Conditions of Engagement.

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