

WILKINSON RODGERS

TERMS OF ENGAGEMENT

- 1 Our firm is committed to serving you professionally and ethically. We make the following undertakings to you:
 - We will hold strictly confidential all communications with you, and all information that we receive from you during the course of our dealings. We will not reveal your confidences without your agreement.
 - We will pursue your work conscientiously. In turn we will need your full and timely co-operation to help represent you.
 - We will work with you to develop an understanding of your expectations. We will work together to establish goals and deadlines that meet your needs.
 - We will communicate with you and keep you informed about the status of your work. Your telephone calls will be returned promptly. We will send to you copies of significant correspondence and other documents.

Professional Fees

- 2 Generally our fees are based on the time taken to complete the work and any other relevant factors specified by the New Zealand Law Society.
- 3 Our firm's schedule of hourly rates for solicitors and other members of the professional staff are based on years of experience, specialisation, and level of professional attainment. Hourly rates vary from \$150.00 to \$350.00 an hour plus GST. Hourly rates are subject to review at which time you will receive notice of the reviewed rates. There are no additional charges for secretarial, word processing and similar services.
- 4 The time spent by us on your behalf for which you will be charged will include:
 - Personal and telephone attendances on you.
 - Correspondence with you.
 - Considering the law and facts of your matter.
 - Reading and considering incoming letters, papers and documents.
 - Preparing papers.

- Correspondence with solicitors and third parties.
- Instructing inquiry agents and experts.
- Attendances on your behalf.
- Time spent on travelling.

5 Apart from time, other factors to be taken into account in determining the reasonableness of a fee in respect of any service provided by a lawyer to a client include the following:

- The time and labour expended.
- The skill, specialised knowledge, and responsibility required to perform the services properly.
- The importance of the matter to the client and the results achieved.
- The urgency and circumstances in which the matter is undertaken and any time limitations imposed, including those imposed by the client.
- The degree of risk assumed by the lawyer in undertaking the services, including the amount or value of any property involved.
- The complexity of the matter and the difficulty or novelty of the questions involved.
- The experience, reputation, and ability of the lawyer.
- The possibility that the acceptance of the particular retainer will preclude engagement of the lawyer by other clients.
- Whether the fee is fixed or conditional (whether in litigation or otherwise).
- Any quote or estimate of fees given by the lawyer.
- Any fee agreement (including a conditional 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 services.

Accounts

5 Our accounts are due for payment 14 days after the date of the account unless prior arrangements are made with us in writing.

6 You authorise us to deduct our fees, expenses and disbursements from any funds held in our trust account on your behalf where we have provided an invoice.

- 7 Interim fees will be rendered monthly and a final account forwarded promptly on completion of the instructions.
- 8 If any account is not paid within 30 days, interest will be charged on the outstanding balance at the rate of 18% per annum from the date upon which payment was due, and you will be responsible for any reasonable debt collection costs that we incur in recovering outstanding amounts due to us.
- 9 If your account remains outstanding after 60 days, no further work will be undertaken by any lawyer or legal executive of the firm until appropriate arrangements are made to bring the account back into good standing.

Disbursements

- 10 Disbursements include expenses such as court filing fees, barristers fees, toll calls, faxes, photocopying, travel expenses, couriers and the fees of agents who serve documents and who conduct investigations, searches and registrations. You are responsible for reimbursing our firm for disbursements. Disbursements may be included with our accounts or may be billed separately. Firm policy requires us to obtain from you funds in advance for significant disbursements.

Termination of Legal Services

- 11 At all times you have the right to terminate our services upon giving us reasonable written notice to that effect.
- 12 We may terminate the engagement if there is good cause, such as you not providing us with instructions in a sufficiently timely manner or in your unwillingness, inability or failure to pay our fee on an agreed basis, or, except in litigation matters your adopting against our advice a course of action which we believe is highly imprudent and may be inconsistent with our fundamental obligations as lawyers. If we terminate the engagement we will give you reasonable notice so that you can arrange alternative representation and we shall give you reasonable assistance to find another lawyer.
- 13 If our engagement is terminated you must pay us all fees due up to the date of termination and all expenses incurred up to that date.

Privacy of Information

- 14 Over the course of your involvement with us, we may collect and hold personal information concerning you. Failure to provide us with information may preclude us from providing services to you or limit the quality of the services provided.
- 15 Information concerning you will be used by us to provide legal services, to obtain credit or other references, to undertake credit management and to inform you of issues and developments that may be of interest to you. You authorise us to obtain from any person, or release to any person, any information necessary for those purposes and you authorise any person to release information to us that we require for those purposes.

Subject to the above we will treat all information we hold about you as private and confidential and will not disclose any information we hold on your behalf or about you unless we are required to do so by law or when requested by you or with your consent.

- 16 Information concerning you will be held at our office. Under the Privacy Act 1993 you have the right of access to, and correction of, your personal information held by us.
- 17 The Financial Transactions Reporting Act 1996 requires us to collect from you and retain information required to verify your identity.

Communications

- 18 If you have a preferred method of our firm communicating with you, please let us know.
- 19 We do not accept any liability for loss arising from non-receipt of any communication, including computer email communications.

Files and Documents

- 20 At the end of your matter we will keep your file for a period of 10 years from completion and thereafter we will destroy it. You are welcome to uplift your file provided that all fees and costs have been paid. Please give us reasonable notice before collecting your file should you wish to do so.

The Lawyers' Fidelity Fund (the Fund)

- 21 The Fund exists to provide compensation of up to \$100,000.00 per claimant for clients who suffer a pecuniary loss in certain circumstances. These circumstances are the theft by a lawyer of money or other valuable property entrusted to that lawyer while they are providing legal services to the public or while they are acting as a solicitor-trustee.
- 22 It should be noted though that the Fund will not pay compensation in respect of moneys instructed to be invested unless they are funds invested in a bank in New Zealand, or in some private loans such as family loans.
- 26 This is only a short summary of the major provisions in the Lawyers and Conveyancers Act 2006 relating to the Fund. If you would like further information please ask us.

Professional Indemnity

- 27 We hold current Professional Indemnity Insurance which exceeds the minimum standards from time to time specified by the New Zealand Law Society.

If you have a Complaint

- 28 We will provide you with a competent, timely service following your instructions, but if you have any complaint at all about our service please raise it with the partner responsible for your matter, or, if you prefer, any other partner in our firm.
- 29 If it cannot be resolved immediately to your satisfaction we shall appoint a partner who has not been involved in your matter to deal with it promptly and fairly.
- 30 If you are not satisfied with the outcome, you have the right to take the matter up with the New Zealand Law Society which runs a complaints service. The New Zealand Law Society may be contacted by writing to PO Box 5041, Lambton Quay, Wellington 6145.

Agreement

- 31 If we do not hear to the contrary, we will assume that you agree with all of the above terms and will proceed accordingly. If you conclude that you do not want our firm to act on your behalf, please inform us promptly.