

STANDARD TERMS OF ENGAGEMENT

1. These terms of engagement will apply except where we agree otherwise with you in writing.

Your Instruction

2. We will act for you in all matters in which we are instructed on the terms and conditions set out below.
3. We will, on receipt of your instructions, provide you with written confirmation of those instructions including details of the scope of the work we are to carry out on your behalf to ensure that we understand your instructions correctly at the start of the work we undertake for you.
4. We may, from time to time, need further information and instructions from you in order to properly complete the work we undertake for you. We will advise you of the additional information and/or instructions that are required and you agree to provide that additional information and/or those instructions to us within a reasonable period of time.

Confidentiality and Personal Information

5. 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:
 - To the extent necessary or desirable to enable us to carry out your instructions; or
 - As expressly or impliedly agreed by you; or
 - As necessary to protect our interests in respect of any complaint or dispute; or
 - To the extent required or permitted by law.
6. 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.
7. In our dealings with you we will collect and hold personal information about you. We will use that information to carry out the services and contact you about issues we believe may be of interest to you. Provision of personal information is voluntary but if you do not provide full information this may impact on our ability to provide the services.
8. You authorise us to disclose personal information to third parties that is required in the normal course of providing legal services.
9. We may disclose your name and address to third parties such as credit agencies to perform a credit reference or to undertake credit management or collection processes.
10. The information we collect and hold about you will be kept at our offices and/or at secure file storage sites (including electronic file storage sites) elsewhere.
11. The Financial Transactions Reporting Act 1996 requires us to collect from you and to retain information required to verify your identity. We may therefore ask you to show us documents verifying your identity (such as a passport or driver's licence). We may retain copies of these documents. We may perform such other customer verification checks or checks as to the source of funds associated with any transaction as we consider are required by law.

Conflicts of Interest

12. We have procedures in place to identify and prevent conflicts of interest arising in respect of our instructions on any particular matter.

13. If a conflict of interest or potential conflict of interest arises we will advise you of this and follow the requirements and procedures set out in the Lawyers: Conduct and Client Care Rules.

Our Duty of Care

14. Our duty of care is to our client named in our confirmation of instructions. We do not owe any duty of care or accept any liability to any other person.
15. If any person other than the client named in our confirmation of instructions wishes to rely on our advice, they can only do so if we expressly agree in writing.
16. If, during the course of carrying out our instructions for you, we provide services to entities related to or associated with you, then those services will be provided on the same terms as these terms of engagement.
17. We do not accept liability for loss arising from nonreceipt of any communication, including computer email communications.
18. The scope of our engagement in relation to any unit title property does not include the identification of the risk of disputes between unit owners, providing advice on steps to mitigate or avoid the risk of disputes between unit owners or providing advice on the consequences of any such disputes. In accepting these terms of engagement, the body corporate and unit owners agree to take their own independent legal advice in respect of these matters. This limit on the scope of our engagement applies irrespective of whether we have prepared a conduct and distribution agreement or given advice in relation to the distribution of the proceeds of the body corporate and/or unit owner claims.

Our Fees

19. Our fees will be charged in accordance with the guidelines set out in the Lawyers: Conduct and Client Care Rules. Our fees will be charged on the basis they are fair and reasonable having regard to the circumstances and the nature of our work for you.
20. In fixing the fee, we will have regard to the time and other resources involved in carrying out your instructions, the results achieved, the urgency of the matter, the level of skill required to carry out your instructions, the complexity of the matter and the specialist knowledge involved.
21. We may require that you pay a retainer into our trust account on account of estimated fees. In advance of a Court hearing we will usually require that the full costs of the hearing (including anticipated fees and disbursements) are paid in advance of way of retainer.
22. We will send you interim invoices for all work carried out in accordance with your instructions, usually monthly. This will spread the payments over time and will enable you to keep track of how much the work is costing.
23. Our invoices include an office service charge of 2.5% of our fee to cover out of pocket costs which are not included in our fee. These include items such as photocopying, printing, binding, and courier expenses.
24. Our invoices are payable by the 20th of the month following the month of the invoice. Where we do not receive payment by that date, we may charge you interest at the rate of 10%.
25. The firm's invoices will include New Zealand Goods & Services Tax (GST) applicable for the firm's services supplied to you.
26. All invoiced amounts are payable in New Zealand dollars unless we agree otherwise.

Estimate of Fees

27. At the commencement of your instructions and periodically throughout the course of the matter, we will provide you with estimates of the fees to be charged in connection with your instructions.
28. Because of the nature of the work, it is not possible for us to provide a firm estimate of our fees and our fees may differ from the estimates. However, we will keep you informed on a regular basis of the likely cost of completing your instructions and if it appears that our estimates will be exceeded, we will notify you of this.
29. Where the client is a Body Corporate under The Unit Titles Act, the client agrees to raise levies necessary to meet our estimated future legal costs as they fall due. We will provide estimates of those costs for each six-month period of our instructions to assist the Body Corporate in budgeting for legal costs and raising the necessary levies.

Disbursements

30. During the course of providing our services to you, payments may have to be made to other parties by us on your behalf. This may include payments of filing fees, search fees, agency fees and other costs.
31. We may ask you to pay funds into our trust account to cover such expenses at the outset of the matter. Alternatively, we may pay the amounts and bill them to you as disbursements.
32. If we instruct someone (such as an expert or another service provider) to carry out work on your behalf in connection with your instructions, we assume a responsibility to pay that person's fees on your behalf.

In that regard:

- You agree that you will meet any such costs and agree to indemnify us in that regard; and
- We reserve the right to require you to pay that person's estimated costs into our trust account before proceeding with the work; and
- We may require you to enter into a direct arrangement with the service provider.

Discovery

33. We use especially-designed document management software for documentary discovery and management of litigation documents and exhibits. The use of this software incurs an external periodic fee by the software provider which we will charge to you as a disbursement.

Documents, Records and Information

34. Subject to any legal requirement, we will retain the file that we create for your work on any one matter for a minimum of 7 years after we finish working for you on that matter. We may hold the file electronically rather than physically. After that time, we may destroy the file without contacting you.
35. If you wish to retain all or part of your file (where we have held one), please advise us in writing before the matter is completed.
36. We may, at our option, return documents (either in hard or electronic form) to you rather than retain them. If we choose to do this, we will do so at our expense.
37. We own copyright in all documents or work we create in the course of performing services for you. Subject to any notice we may give, you may use and copy the documents as you see fit for your own personal or commercial use. However, you may not permit any third party to copy, adapt or use the documents without our written permission.

Termination of Our Services

- 38. Where you give us any instruction and we rely on that instruction, for example, by giving an undertaking to a third party, you may not revoke that instruction. Otherwise, you may terminate our instructions at any time in any matter that we are acting on. You do not need to give us any notice.
- 39. We may terminate our retainer in any of the circumstances set out in the Lawyers: Conduct and Client Care Rules.
- 40. Provided that you have paid all our invoices on all matters, we will (on request) give you copies of all documents we have obtained or created through working for you on the relevant matter. Before we provide those documents to you, we may take a complete copy of them.
- 41. These terms of engagement survive any termination of our services.

Trust Account

- 42. 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

- 43. These terms of engagement apply to any current instructions and to any future instructions whether or not we send another copy of them to you. There is no need for you to sign these terms of engagement in order to accept them; you will accept these terms of engagement by continuing to instruct us to work for you.
- 44. These terms of engagement are not affected by any change to our partnership.
- 45. We may change these terms of engagement at any time, in which case, we will send you the amended terms of engagement.
- 46. Any dispute concerning these terms of engagement, or our work for you, is to be resolved in the New Zealand Courts under New Zealand law.
- 47. In these terms of engagement “we”, “us” and the “firm” means Grimshaw & Co. “You” means our client. Where you are a company or other corporate or incorporated entity, we act only for you. We do not act for your shareholders, directors or members unless we expressly agree otherwise.