

TERMS OF ENGAGEMENT

These Terms of Engagement apply to all services we provide to you as our client, except to the extent that we otherwise agree with you in writing. They start when you give us instructions to act for you, you don't need to sign anything for them to apply. We will update them when needed and publish the most recent terms on our website.

Services

We will discuss and agree on the scope of the services we will provide to you prior to starting work and these will be recorded in the Letter of Engagement.

You may provide us with further instructions in writing (or that we record in writing).

Communications

We will obtain from you contact details, including email address, postal address and telephone numbers. We may provide documents and other communications to you by email (or other electronic means). You will advise us if any of your contact details change.

We will report to you periodically on the progress of any engagement and will inform you of any material and unexpected delays, significant changes or complications in the work being undertaken. You may request a progress report at any time.

Fees and Charges

Our fees are based on what is fair and reasonable for the work based on the instructions you provide to us. The factors considered in determining the fees charged are set out in the Law Society's Rules of Conduct and Client Care for Lawyers and include:

- The skill, specialised knowledge and responsibility required to perform the work.
- The importance of the matter to you and results achieved.
- The time and labour involved.
- The urgency of the matter or any time limitations imposed.
- The complexity of the matter and difficulty or novelty of the matter.
- The possibility that acceptance of the required work will preclude our engagement by other clients.

Fee estimates are based on our experience with similar matters. Estimates are a guide only and not a fixed fee.

Where our fees are calculated on a time basis, the current hourly rate will be set out in the Engagement Letter. Time spent is recorded in 6-minute units, with time rounded up to the nearest unit of 6 minutes.

If the Engagement Letter specifies a fixed fee, we will charge this for the agreed scope of the services. Work that falls outside that scope will be charge on an hourly rate.

Disbursements and Expenses

In providing services we may incur disbursements or must make payments to third parties on your behalf, these will be included in your invoice when this expense is incurred.

GST

GST is payable by you on our fees and charges.

Invoices

An invoice will be sent on completion of the work, or if the work is on-going you will be sent an invoice each month or at the completion of a stage in the work. Where we incur a significant expense, we may also send you an invoice.

Payment

All invoices are to be paid within 14 days of receipt unless other arrangements are made.

Interest will accrue on any amount which is more than 14 days overdue. Interest will be calculated at the rate of 5% from the due date until payment is made.

Confidentiality

In our dealings with you we collect and hold personal information about you. We treat this information as private and confidential and will not disclose this information unless:

- It is necessary during providing services to you.
- We are required to do so by law.
- You instruct us to disclose this information.
- As necessary to protect our interests in respect of any complaint or dispute.

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.

Email is the most common method of communicating with you. Emails and IT systems can be subject to, for example, interference, viruses and interception. We do our best to keep email communication secure. We do not accept any responsibility and are not liable for any damage or loss due to email problems, viruses or corruption.

File Retention

All file information will be kept in hard copy or electronically or a combination of both.

Your file will be held for seven years. You authorise us to dispose of your file after this period expires without further reference to you.

Where your file is destroyed in accordance with this clause, you release us from all liability arising out of that destruction. You authorise us to use third parties to transport, electronically scan and hold your file on our behalf. This authorisation includes the holding of your file in premises leased by us.

Termination

You may terminate our retainer at any time.

We may terminate the retainer in circumstances where there is good cause and after giving reasonable notice to you on any of the grounds set out in the Law Society's Rules of Conduct and Client Care for Lawyers.

If our retainer is terminated, you must pay all fees due up to the date of termination and all expenses incurred up to that date.

Conflict of Interest

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. This may mean we cannot act for you further in a particular matter and we may terminate our engagement.

Duty of Care

Our duty of care is to you and not to any other person. Before any other person can rely on our advice, we must expressly agree to this in writing.

We owe no liability to any other person, including for example any directors, shareholders, associated companies, employees or family members unless we expressly agree in writing. We do not accept any responsibility or liability whatsoever to any third parties who may be affected by our performance of the services or who may rely on any advice we give, except as expressly agreed by us in writing.

Our advice is opinion only, based on the facts known to us and on our professional judgement, and is subject to any changes in the law after the date on which the advice is given. We are not liable for errors in, or omissions from, any information provided by third parties.

Professional Indemnity Insurance

We hold professional indemnity insurance that meets the minimum standards specified by the Law Society. To the extent permitted by law, our liability to you is limited in all circumstances to three times the costs paid by you on the matter you have instructed us.

You may not bring any action against us more than one year after the cause of action has arisen.

General

In instructing us to act for you, you accept these Terms of Engagement.

These Terms of Engagement and the Engagement Letter constitute the entire agreement between us.

These Terms of Engagement apply to any current engagement and to any future engagement, whether we send you another copy of them. We are entitled to change these terms in which case they will apply from the date they are published on our website.

You can view these terms anytime on www.juliehardaker.co.nz. If you have any questions about them, please ask.

Our relationship with you is governed by New Zealand law and the New Zealand courts have exclusive jurisdiction.