

TERMS OF ENGAGEMENT

These terms of engagement set out the standard terms on which Lance Lawson (we, us or our) provides services to clients.

Our client on any particular matter (you) will be identified in the letter of engagement we send on the matter unless otherwise agreed.

1. Who will work with you? We will tell you in our letter of engagement who has overall responsibility for the services we provide to you.

In order to give you the most effective and efficient service, others may assist those responsible from time to time. This may include our assistants.

If we need to engage other law firms, barristers or experts we will get your authority to do this and you will incur these fees.

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

3. Estimates: If requested, written estimates of fees will be provided before work commences. Estimates are provided as a guideline only and are based on our professional judgement. Estimates are not maximum or fixed fee quotations.

4. Rate Changes: We adjust our hourly rates of our lawyers and assistants from time to time. Our current hourly rates relevant to the services we provide are available on request.

5. Expenses and Disbursements: Our fees include a charge for sundry office services, which include photocopying, facsimiles, voice and data communications, postage and deliveries. There is a scale charged based on the fee value of each invoice, however this may be increased where large amounts of these services are provided. Each file also incurs an office service charge which covers the general running of our offices. For our legal aid clients disbursements will be charged in line with their policies.

We also will charge for any other expenses and disbursements which we pay or are liable to pay others on your behalf such as filing fees, court charges, agent fees, expert and other professional's invoices, travel and accommodation costs. Significant disbursements may be required in advance.

6. Trust Account: 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. We may charge an administration fee for administering these funds.

7. Payment: Payment of our account is required 14 days following the date of the invoices. You authorise us to deduct our fees, expenses or disbursements from any funds held on your behalf in our trust account upon issuing an invoice. GST is payable by you on our fees and charges. All our rates, estimates and quotations are exclusive of GST unless otherwise stated.

8. Fee Disputes: If you wish to dispute any invoice of ours you must do so in writing to us before the due date for payment of the invoice, specifying the grounds for the dispute in reasonable detail and setting out the amount you consider is due.

9. Legal aid: For information on your financial eligibility for legal aid please visit the Ministry of Justice website.

10. Defaults: Where accounts are not paid on time we reserve the right to stop work on your matter and charge at a rate of 12% p.a. If we are unable to collect the funds from you we will instruct Baycorp and/or Guardian Credit Services to take over the collection for these funds and any fees incurred in these proceedings will be charged to you.

11. 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 and follow the requirements and procedures set out in the Lawyers and Conveyancer Act.

Directors

Greg Burt L.L.B (Hons)
Talia Marshall L.L.B
Scott Mills L.L.M (Hons)
Gina Oudyn L.L.B, BA
Kate Yarrall L.L.B

Rotorua Office

ANZ House Office 1A Level One
1230A Amohau Street
P O Box 12048
Rotorua South 3045

Call our office on 07 346 0796
Fax us on 07 349 3179

Mount Maunganui Office

164 Maunganui Road
P O Box 5109
Mount Maunganui South
3149

Call our office on 07 575 2245
Fax us on 07 575 2265

Email us on

office@lancelawson.co.nz

Visit us at

www.lancelawson.co.nz

12. Retention of files and documents: We will retain all your files and documents for at least seven years after our engagement on that matter ends. We may hold that file electronically rather than in hard copy.

After expiry of that period we have your authority to destroy that file without further reference to you. We will not destroy documents we have agreed to hold in safe custody for you.

If at your request we destroy any files or documents in advance of our usual destruction date, we will not be liable to you and you will indemnify us for any liability to a third party in relation to the matter, files and documents.

If you uplift your files and other documents at any time we may keep a copy of them before they are uplifted. We may charge our time and any photocopying charges, at our usual rates relating to preparing these files for your uplifting.

13. Termination: Where you give us any instruction and we rely on that instruction (e.g by giving an undertaking to another person), you may not revoke that instruction.

Except for the above, you may terminate our engagement at any time on any matter/s.

We may, on reasonable notice to you, terminate our engagement in any of the circumstances set out in the Lawyers: Conduct and Client Care Rules.

If our engagement is terminated, you must pay us all fees (bills and unbilled) up to the date of termination and all expenses and disbursements incurred up to that date.

14. Limitations of Obligation: We are not responsible for any failure to advise you on any matter that falls outside the scope of our engagement.

15. AML Documents: To allow us to comply with Anti-Money Laundering legislation we will request a certified copy of your ID and proof of address, and complete a risk assessment before providing any legal advice to you.

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