

Terms of engagement

1 Standard terms

- 1.1 This document contains our standard terms of engagement. Unless we agree otherwise in writing with you, these terms will govern our relationship.
- 1.2 If you have any queries about these terms please contact the partner responsible for dealing with your instruction or our Chief Executive.

2 Fees and disbursements

- 2.1 Our fees are calculated principally on the basis of the time and labour involved, but to ensure that our fees are reasonable having regard to your interests and ours, we also take into account those factors appearing at Rule 9.1 of the Law Society's Rules of Conduct and Client Care for Lawyers. Those factors include:
 - the skill, specialised knowledge, and responsibility required to perform the services properly
 - the importance of the matter to you and the results achieved
 - the urgency and circumstances in which the matter is undertaken.
- 2.2 Where a fee is calculated in whole or part on the basis of the time involved, the fee will reflect the hourly rates we charge for the lawyers involved. Rates for individual lawyers are varied from time to time to have regard to changes in skill, knowledge and expertise and to take account of changes to costs.
- 2.3 In addition to our fees, incidental office expenses (such as photocopying, toll calls and courier charges) will be charged through a standard administration fee.
- 2.4 In dealing with any matter for you we may have to make payment(s) to third parties on your behalf. Should this apply, we may require an advance payment for the full amount(s). On completion of the matter we will provide you with a full statement of account.

3 Billing

- 3.1 Our normal procedure is to bill matters on a monthly basis. However, in certain circumstances this may be inappropriate, and such cases will be discussed with you on an individual basis.
- 3.2 Our terms of payment are 14 days from the date the bill is rendered unless alternative arrangements have been made with our Credit Manager. In common with most businesses we exercise strict credit control.
- 3.3 If a third party is responsible for meeting any bill relating to services supplied on your instruction, and that third party fails to pay our invoice within 14 days from the date the bill is rendered, we may issue you a bill for the same amount which you must pay.
- 3.4 If our fees are not paid by the due date we may charge default interest at 15% per annum.
- 3.5 You authorise us to deduct fees or disbursements, whether overdue or not, from funds held on your behalf.
- 3.6 You will be liable for all legal and debt collection costs that we may incur, including solicitor/client costs, in enforcing, or attempting to enforce, our rights.
- 3.7 Should you wish to discuss credit terms, please do not hesitate to contact our Credit Manager.

4 Trust account

- 4.1 We maintain a trust account for all funds which we receive from clients (except moneys 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 the bank. In that case we will charge an administration fee of 6% of the interest derived.

5 Settlement moneys

- 5.1 For property and financing transactions where payment of moneys is due by you, we require cleared funds for the correct amount to be deposited with us no later than the morning of the settlement and proof of deposit must be supplied.

6 Reliance

- 6.1 Only you can rely on our advice. If you want any third party to be able to rely on our advice, our written agreement is required.
- 6.2 The advice we give is opinion only, based on the facts known to us, and our professional judgment.

7 Termination

- 7.1 You may terminate our engagement at any time.
- 7.2 We may terminate our engagement:
 - if you do not pay our bills by the due date
 - if you misrepresent or fail to disclose relevant facts to us or act contrary to, or ignore our advice
 - if a conflict of interest arises.
- 7.3 If our engagement is terminated we may also choose to retain your files until all fees are paid.

8 Conflicts of interest

- 8.1 If a conflict of interest arises we will let you know and if bound to, or we choose to, we will cease to act for you.
- 8.2 At all times we will comply with Chapter 6 of the Law Society's Rules of Conduct and Client Care for Lawyers which deals with client interests.

9 Confidentiality

- 9.1 We will hold in confidence all information concerning you and your business and affairs that we acquire in the course of acting for you. We will not disclose this information to any person other than:
 - to the extent necessary to carry out your instructions
 - in accordance with these terms
 - to the extent required by law or by the Law Society's Rules of Conduct and Client Care for Lawyers.

10. Document destruction

- 10.1 We retain files in paper or electronic form for a minimum of seven years from the time a matter is complete. After that time files may be destroyed without your consent.

11 Privacy

- 11.1 Over the course of your involvement with Kensington Swan 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. 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.
- 11.2 Information concerning you will be held at our Wellington and Auckland offices. Under the Privacy Act 1993 you have the right of access to, and correction of, your personal information held by us.
- 11.3 The Financial Transactions Reporting Act 1996 requires us to collect from you and retain information required to verify your identity.

12 Communications

- 12.1 We are not liable for loss arising from non-receipt of any communication, including electronic communications.

13 General

- 13.1 These terms apply to any current and all future engagements.
- 13.2 We can vary these terms from time to time and if we do so those varied terms will appear on our invoices and our website at www.kensingtonswan.com. If you continue to instruct us following a variation you will have accepted those varied terms.
- 13.3 Any dispute between us is to be resolved before a New Zealand Court applying New Zealand law.