

CAPITAL CHAMBERS STANDARD TERMS OF ENGAGEMENT

These Standard Terms of Engagement apply in respect of all work carried out by me for you, my client, except to the extent that I agree otherwise in writing with you or my instructing solicitor.

Instructing Solicitor

I am a barrister sole. Professional rules require that I generally have to take my instructions from you through an instructing solicitor. If you think you may be one of the exceptions to the general rule, then please ask me. I can advise you on this and can arrange for a suitable referring solicitor if one is required.

My invoices are usually rendered to my instructing solicitor, who will then send you an invoice for the amount of my invoice, as a disbursement.

In addition to any and all other obligations that my instructing solicitor has to pay my fees and expenses, on receipt of an invoice from me my instructing solicitor will render the corresponding disbursement invoices to you as soon as reasonably possible; and my instructing solicitor will use all reasonable endeavours to ensure the account is paid.

Services

The services I will provide are outlined in my engagement letter or are as agreed with my instructing solicitor.

Duty of care

My duty of care is to you and not to any other person in respect of the matters on which you have instructed me. Before any other person may rely on advice provided, I must expressly agree to this.

Fees - Amount

My fee will be fair and reasonable in all the circumstances. I record time spent on a file at an hourly rate plus GST, although the value of time recorded is only one of the factors which I will take into account in setting the fee. Other factors include the skill, specialised knowledge and responsibility required to undertake the matter, urgency and complexity.

Disbursements (such as travel and accommodation expenses and bulk photocopying, typing or document assembly) will be in addition to my fees. I normally require you to pay directly any substantial disbursements, e.g. Court fees, process servers and experts.

The hourly rate I will charge may be set out in my engagement letter or be agreed with my instructing solicitor. Where you should know my usual fees because I have worked for you, or the instructing solicitor, before and I do not advise otherwise, then my fees will be the same as

usual.

My invoice will include any New Zealand goods and services tax (GST) as required by law.

Fees – Payment

I may require you to deposit money into my instructing solicitors' trust account to be held on account of my fees before commencing work. Money held on account of fees is not an estimate or quote for the services I am providing. It will not necessarily all be used. Equally, it may prove insufficient and further funds on account of fees could be required later.

I usually render invoices every month and require payment by the 20th of the month following the invoice. If the time for payment is different it will be stated on the invoice.

Where you ask my instructing solicitors to address an invoice to another person, you will pay that invoice if that other person does not pay that invoice.

Fees – Collection

Any invoice paid late will accrue interest calculated on a daily basis from the date the invoice was due until the date of payment at a rate equivalent to the Westpac Banking Corporation floating mortgage rate at the date of the invoice plus 4% per annum.

You will pay in full my or my instructing solicitors' reasonable costs of collecting any unpaid invoices (including legal costs) in addition to the amount of the unpaid invoices together with any interest on them.

Confidentiality

I will hold in confidence all information concerning you that I acquire during the course of acting for you. I will not disclose any of this information to any other person, other than my instructing solicitor, except:

- a. to the extent authorised by you; or
- b. to the extent necessary or desirable to enable me to carry out my instructions; or
- c. to the extent required by law or by or in accordance with the Law Society's Rules of Conduct and Client Care for Lawyers.

Similarly, information that I have obtained through acting for other clients belongs to them and I am not able to disclose it to you.

I will make reasonable efforts to ensure that electronic services and communications that I provide to you will always be accurate, reliable, adequate, complete, confidential and secure. But, because of the nature of such services and communications I do not warrant or

represent that they will be accurate, reliable, adequate, complete, confidential and secure.

Termination

You may terminate my engagement at any time. Although, where you have given me an instruction that I have relied on you may not revoke that instruction.

I may terminate my engagement in any of the circumstances set out in the Law Society's Rules of Conduct and Client Care for Lawyers.

If my engagement is terminated, you must pay all fees incurred up to the date of termination and all expenses incurred up to that date, whether billed or unbilled.

Conflicts of interest

If a conflict of interest arises I will advise you or my instructing solicitor and follow the requirements and procedures set out in the Law Society's Rules of Conduct and Client Care for Lawyers.

General

These terms apply to any current engagement, to any work that I do for any entity or person related or associated to you during the course of any current engagement and to any future engagement, whether or not I send you or my instructing solicitor another copy of them.

There is no need for you to sign these terms of engagement in order to accept them; you will accept them by continuing to instruct me to undertake work for you.

I am entitled to change these terms from time to time, in which case I may send you or the instructing solicitor amended terms. In the event of any conflict between these terms and those of my instructing solicitor, these shall prevail in respect of all work done by me.

My current terms of engagement as applicable from time to time will be posted on the Capital Chambers website: www.capitalchambers.co.nz.

My relationship with you is governed by New Zealand law and the New Zealand Courts have non-exclusive jurisdiction.