Kawea Law Limited | Standard Terms of Engagement

The Standard Terms of Engagement ("the Terms"), provided to the client together with any letter of engagement and any fee estimate, form the Contract between Kawea Law Limited ("Kawea Law") and the client.

Unless otherwise agreed in writing, any subsequent services performed by Kawea Law will be provided by Kawea Law on the basis of the Terms. In such cases, references to the Contract and the Services below will be to the Terms and any orally specified services. These Standard Terms of Engagement apply exclusively to legal services provided by Kawea Law Limited. They do not apply to any consultancy services provided by our associated entity, Kawea Limited, which operates under separate terms of service.

Legal Services

1. Kawea Law will provide the services agreed orally or specified in any initial letter of engagement or, as subsequently agreed and set out, in any replacement or supplementary letter of engagement ("the Services"). The Services may include advice and recommendations, but it is understood and agreed that all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by the client. Unless implementation is specified in the letter of engagement, Kawea Law shall not be liable in any way in this regard. Either Kawea Law or the client may request changes to the Services. Each agrees to work together to enable each party to assess the impact of any requested changes on the cost, timing or any other aspect of the Services.

Information

2. The client will provide in a candid, full and timely fashion all information and documents reasonably required to enable Kawea Law to provide the Services. Unless otherwise required pursuant to the engagement, Kawea Law will have no responsibility to independently verify the accuracy of such information and documents. Kawea Law will not be liable for any loss or damage arising from any inaccuracy, incompleteness or other defect in any information or documents supplied by the client.

Work papers

3. The work papers produced by Kawea Law in the course of its work in providing the Services are the property of Kawea Law. Kawea Law shall be entitled to retain its work papers and copies of any documents provided to it in the course of performing its Services. Work papers will also include documents or deeds relevant to your affairs although not necessarily relevant to the Services.

4. On providing the Services Kawea Law will open a file. Kawea Law reserves the right to store all information contained on that file in whatever form legally permissible (including but not limited to electronic storage). The information retained by Kawea Law will be stored and kept for at least six years. After that period of time the information may at Kawea Law's sole discretion be deleted.

If the client sends to Kawea Law any papers which ultimately form part of that file which are to be returned to the client, please be sure to advise Kawea Law accordingly at the time these are supplied.

5. In respect of Deeds or documents Kawea Law reserves the right to retain those Deeds and documents until all monies due for costs, office services or disbursements are paid. Kawea Law requires this right to retain any such Deeds and documents even if the monies are due for services unrelated to those documents. Kawea Law's position in this regard is contrary to the usual common law position which would otherwise exist.

Fees and Payment

6. Either before or after the commencement of the Services, or on any change in the Services Kawea Law will, when required to do so, except as set out in the New Zealand Law Society Rules of Conduct and Client Care for Lawyers, provide an estimate and/or agree with the client the total fees for the Services. All fees charged will be based on the New Zealand Law Society requirement that all professional fees shall be fair and reasonable having regard to the interests of both the client and Kawea Law.

7. The client acknowledges that in determining what constitutes fair and reasonable fees having regard to the interests of both the client and Kawea Law, a number of factors will be taken into account including not only the amount of time devoted by staff to the Services, but any urgency involved, the amount or value of the money or property involved, the degree of complexity and resulting skill required, the results achieved and any other criteria that are relevant (including the factors set out in the Rules of Conduct and Client Care).

8. If services over and above the agreed scope of works are provided, these will be charged on a time and attendance basis.

Disbursements and Third Party Expenses

9. In providing the Services we may incur disbursements and payments to third parties on your behalf. You authorise us to incur these disbursements (which may include items such as search fees, court filing fees, registration fees and travel and courier charges) which are reasonably necessary to provide the Services. You also authorise us to make payments to third parties on your behalf which are reasonably required to undertake the Services (which may include items such as experts' costs or counsel's fees). These will be included in our invoice to you, shown as "disbursements" when the expenses are incurred (or in advance when we know we will be incurring them on your behalf).

Office Services Charge (administrative expenses)

10. In addition to disbursements, we may charge a fee to cover out of pocket costs which are not included in our fee and which are not recorded as disbursements. These include items such as photocopying and printing, postage and phone calls.

11. Fees and expenses will be billed upon completion of the matter or monthly, unless otherwise agreed, and will be payable on the 20th of the month following the date of the invoice. If payment is not made by then a statement will be sent requiring payment within 7 days, failing which interest may be charged at the rate of 1% per month on the amount invoiced or any balance remaining unpaid at the time.

12. In default of payment when required, the client undertakes to indemnify Kawea Law and pay all costs and expenses if legal action is necessary to recover from you any overdue amount. Kawea Law may at its discretion require funds to be paid on account before it incurs out of pocket expenses.

13. Failure to pay fees on time may, at Kawea Law's discretion, lead to suspension of the Services (including the right to refuse to settle a property, loan, commercial or other transaction), or termination of the engagement. All reasonable fees up to suspension or termination shall be and remain payable, notwithstanding the suspension or termination.

Terms and Termination

14. The Contract will continue until all the Services have been provided unless sooner terminated by agreement. Either party may terminate the Contract by written notice or if the other party fails to remedy a material breach of the Contract. Termination will not affect the client's obligations to pay Kawea Law fees for all Services performed up to termination. Any of the terms and conditions of the letter of engagement or the Terms that are intended to apply after completion of the Services will continue to apply following termination.

Confidentiality

15. Kawea Law will not disclose to third parties any confidential information relating to the Services unless either authorised by the client or compelled by law, or as is necessary to provide the Services. Kawea Law will not provide information or comment to the media in the absence of the client's express written instructions.

Indemnity

16. In the event Kawea Law becomes involved in any claim (including actual or threatened litigation of whatever form) in relation to the Services, Kawea Law will immediately notify the client. The client agrees, to the extent permitted by law, to indemnify Kawea Law, its director(s) and employees in all respects including its reasonable costs and expenses involved in defending any such actual or threatened litigation. Where legal counsel is retained for these purposes, those costs, will be met by the client. Kawea Law will use its best endeavours to agree the quantum of any such costs recognising the need to respond to such litigation on a prompt and reasonable basis. The client agrees to meet the costs of Kawea Law for reasonable time incurred by its director(s) and staff and any other reasonable costs and expenses in relation to any inquiry or proceeding initiated by any person.

Restrictions

17. Unless Kawea Law has agreed in writing, no advice or information provided to the client is to be made available, directly or indirectly to any third party, or shall be used or relied upon by any third party. Kawea Law will have no liability to any such third party. The client indemnifies Kawea Law against any third party claim arising from its release of any such Kawea Law advice.

E-mail

18. While we use standard virus checking software, we accept no responsibility for viruses or any similar corrupting device in any emails or any attachments which come from Kawea Law. We also do not accept any responsibility for any changes to, or interception of, any email or any attachment after it leaves our information systems.

Guarantee

19. Instructions from time to time may be taken from companies or other corporate bodies and/or family trusts and/or third party individuals at the client's request. In such instances these Terms will apply to the receipt of such instructions and the client unconditionally guarantees to Kawea Law the performance of all client obligations expressed or implied in these terms.

Entire Agreement

20. The Contract described in these Terms, subject to any qualification, conditions, assumptions and reservations set out in any report, forms the entire agreement between Kawea Law and the client. No previous discussions, proposals, correspondence, understandings or other communications, whether written or oral, shall have contractual effect subsequent to the letter of engagement. Only written variations signed on behalf of Kawea Law shall have effect to vary the Contract.

Governing Law

21. Kawea Law and the client agree that the Contract and their relationship will be governed by the applicable laws of New Zealand and submit to the exclusive jurisdiction of the New Zealand Courts.

Conflicts of Interest

22. We are obliged to protect and promote your interests to the exclusion of the interests of third parties and ourselves as set out in the Lawyers and Conveyancers Act (Lawyers: Conduct and Care) Rules 2008 (Rules). This may result in a situation arising where we have a conflict of interest. We have procedures in place to identify and respond to conflicts of interest or potential 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 Rules. This may mean we cannot act for you further in a particular matter and we may terminate our engagement.

Consultancy

23. **Kawea Limited** is a consultancy firm and a separate legal entity from Kawea Law Limited, though it is an associated entity. Should you wish to engage Kawea Limited for its consultancy services, you will be required to enter into a separate letter of engagement and services agreement directly with that entity. The provision of any such services will be governed exclusively by the terms of that separate agreement. Kawea Law Limited is not a party to, and accepts no responsibility or liability for, any advice or services provided to you by Kawea Limited. All invoices for *consultancy services* will be issued by, and must be paid directly to, Kawea Limited.

Appointments and Timeframes

24. Please try to keep to appointments and our required timeframes etc. Failing to do so may result in your work becoming urgent and requiring additional time spent, possibly meaning higher fees to you. Unless we have specifically agreed, we do not undertake to do the work for you by a particular date or time, but we will do our best to meet your requirements for this. We will strive to action your work promptly, but there may be times where we are delayed by people or circumstances beyond our control, including the Courts, Government Departments or other professionals.

FEE STRUCTURE

To help our clients understand and budget for the likely costs involved in engaging our services we set out below our indicative charge out rates according to the level of partner/non-partner involvement:

Usual rate per hour (exclusive of GST)

Director	$390-490
Senior	$290-390
Solicitor	$240-290
Legal Executive	$190
Legal Secretary/ Clerk	$110-150

Not all of our services are costed on the basis of chargeable time. More detail on estimated costs is contained in our letter of engagement. For straightforward or standard transactions, an estimate of fees and disbursements is available on enquiry.

Disbursements are charged as follows:

Photocopying, binding, paginating	No charge except where otherwise agreed.
Courier/Delivery	External couriers at cost.

All other out of pocket disbursements and charges incurred on your behalf are charged at the rate we are charged by the service provider or at cost.