

Client Information

Standard Terms of Engagement

Unless agreed otherwise, the following terms and conditions will apply for each engagement of our Legal Services. If we agree the nature of the engagement/s is or are entirely covered by these terms and conditions, then the signing and returning to us this document constitutes an engagement of our services.

Persons responsible for your matter and legal costs

Vimlesh Anand and/or Victor Raman will be responsible for your matter and you may contact them regarding your matter and your legal costs.

Bill of costs

You are entitled to receive a bill of costs from us. If we send you a lump sum bill you may request an itemised bill within seven (7) days of receipt of the lump sum bill.

Billing arrangements

For Property transactions, unless alternative arrangements have been made, our bill of costs shall be payable on settlement date. We will send you a bill of costs containing information of our professional fees and charges, disbursements and expenses, including GST upon the completion of your settlement.

Payment / money on account

You must pay our bills within seven (7) days from the date of invoice unless alternative payment arrangement has been agreed upon. We may ask you to pay us, in advance, some money on account of payments which will be made to others and our costs.

Authorisation to transfer money from Trust Account

You authorise us to receive settlement proceeds directly into our trust account from any source in furtherance of your matter, and to pay ourselves our costs, disbursements and expenses.

Interest on unpaid costs

If our costs remain unpaid within 30 days of receipt by you of our bill of costs, we reserve the right to charge you interest on the unpaid amount at the rate of 5% above our main trading bank's 90-day bank bill buy rate as at the close of business on the date payment became due.

Fees and other Charges

Our Legal Services are subject to charges as per the following Standard Costs.

1. GST

All rates, charges, expenses etc are GST exclusive unless otherwise stated. Where the service provided is subject to GST, GST of 15% will be added and charged to you.

2. Fees-how calculated

Generally our fees are based on the time taken to complete the work and any other factors that may be taken into account as specified by the New Zealand Law Society.

Other factors that may be taken into account in calculating the fee include the urgency with which the matter is required to be completed, the degree of specialised knowledge required, the degree of risk we may assume in doing the work, including the value of any property involved, and the complexity of the matter.

2.1 Professional Fees

(a) an hourly rate of:

\$350.00 (plus 15% GST) for a Partner.

(b) an hourly rate of:

\$185.00 (plus 15% GST) for a Solicitor, Paralegal, Legal Executive or Legal Assistant.

These rates will be proportionately charged for work involving shorter periods less than an hour. Our charges are structured in 6 minutes units. For example, the time charged for an attendance of up to 6

minutes will be 6 minutes and the time charged for an attendance between 6 and 12 minutes will be 12 minutes.

3. Charges

We will charge you for services we use or supply. Our rates are:

(a) photocopying: \$1.00 per page (plus 15% GST)

(b) faxes: \$2.00 per page (plus 15% GST)

(c) emails: \$1.00 per page (plus 15% GST)

4 Expenses & Disbursements

We may incur expenses and disbursements (being money which we pay or are liable to pay) to others on your behalf. You are responsible for paying us in advance or reimbursing us for all such expenses and disbursements.

Progress reports

You are entitled to request, at reasonable intervals, written progress reports on your matter. Our normal charge-out rates will apply for this service. You are entitled to request a written report on the legal costs incurred to date since the last bill of costs was given to you, free of charge.

Termination of agreement

We may not continue to act for you if;

- you fail to pay our bills; or
- you fail to provide us with adequate instructions within a reasonable time; or
- you give instructions that are deliberately false or intentionally misleading; or
- you fail to accept an offer of settlement which we think is reasonable; or
- you fail to accept advice we give you; or
- you engage another law practice to advise you on this matter without our consent; or
- we, on reasonable grounds, believe that we may have a conflict of interest; or
- you indicate to us that we have lost your confidence; or
- for other just cause.

In every case, we will give you at least fourteen (14) days' notice of our intention to terminate our agreement, and of the grounds on which the notice is based.

You may terminate this agreement at any time.

If the agreement is terminated either by you or us, you will be required to pay our professional fees and charges for work done, and for expenses and disbursements incurred, up to the date of termination. For lump sum fee matters, you must pay the part of our lump sum fee that we reasonably estimate has been incurred in respect of the legal services provided to you up to the date of termination, plus charges, expenses and disbursements, subject to your right to a costs assessment. You will be liable to pay our costs whether or not the other party is liable to pay your costs in relation to this matter.

On termination, we are entitled to retain possession of your papers and documents while there is money owing to us for our charges and expenses, unless and until security is provided for our costs.

Retention of your documents

We will, on completion of the relevant matter, retain any papers to which you are entitled but leave in our possession, (except documents deposited in safe custody) for no more than ten (10) years and on the undertaking that we have your authority to destroy the file ten years after the date of the final bill rendered by us in the matter.

Privacy Protection

Personal information about you, provided by you and other sources, is protected under the Privacy Act 1993. Disclosure of such information may be compelled by law. You also authorise us to disclose such information where necessary to others in furtherance of your matter (e.g. within the law practice, to other parties such as valuers, experts, barristers etc).

Professional Indemnity Insurance

We hold professional indemnity insurance that meets or exceeds the minimum standards specified by the New Zealand Law Society.

The Lawyers and Conveyancers Act 2006 ("LCA"), Part 10, required the New Zealand Law Society to establish a Lawyers Fidelity Fund. This is held in trust by the Society and is funded by practising lawyers, with the exception of those who elect not to receive money or other valuable property in trust.

The Lawyers Fidelity Fund provides compensation to people who suffer theft of any money or property entrusted to lawyers or incorporated law firms while providing legal services or acting as solicitor-trustee.

- The maximum amount which can be paid to an individual claimant is \$100,000 (Regulation 11, Lawyers and Conveyancers Act (Lawyers: Fidelity Fund) Regulations 2008).
- The Fund may not be used to compensate anyone for money lost which a lawyer or law firm has been instructed to invest (section 322, LCA).

The Fund applies for all claims relating to theft by lawyers or law firms from 1 August 2008 (Regulation 2, Lawyers and Conveyancers Act (Lawyers: Fidelity Fund) Regulations 2008).

Client Care and Service Information

Whatever legal services we provide you, we must:

- act competently, in a timely way, and in accordance with instructions received and arrangements made.
- protect and promote your interests and act for you free from compromising influences or loyalties.
- discuss with you your objectives and how they should be achieved.
- provide you with information about the work to be done, who will do it and the way the services will be provided.
- charge you a fee that is fair and reasonable and let you know how and when you will be billed.
- give you clear information and advice.
- protect your privacy and ensure appropriate confidentiality.
- treat you fairly, respectfully, and without discrimination.
- keep you informed about the work being done and advise you when it is completed.
- let you know how to make a complaint and deal with any complaint promptly and fairly.

The obligations lawyers owe to clients are described in the Rules of Conduct and Client Care for Lawyers. Those obligations are subject to other overriding duties, including duties to the courts and to the justice system. If you have any questions, please contact us or the New Zealand Law Society on 0800-261-801 or www.lawsociety.org.nz

Complaints & Dispute as to Legal Costs

If you have a complaint about our legal services, we would be happy to meet with you to discuss the nature of the complaint so that we can resolve it between ourselves. If you don't wish to have the complaint dealt with in the above fashion, or you are not satisfied with the outcome of your complaint, you may refer your complaint to the New Zealand Law Society. Should you dispute our bill of costs, you may seek the New Zealand Law Society's assistance to have our bill of costs assessed for its fairness and reasonableness. You may contact the New Zealand Law Society Lawyers Complaints Service on 0800 261 801 or email them at complaints@lawsociety.org.nz

Engagement of our Services

If you engage our Legal Services you will be regarded as having entered into an Engagement Agreement. This means you will be bound by these terms and conditions. Acceptance may be by:

- signing and returning a copy of these terms and conditions downloaded from this website or otherwise;
- giving us instructions after acknowledging verbally or in writing to us that you have viewed and accepted these terms and conditions

Use of Website

Your use of this website means that you accept the following terms and conditions.

1. Copyright

Southern Legal owns or asserts ownership of all copyright in this website. All rights are reserved. Temporary electronic storage of any content for personal information use only is allowed. Without limiting the generality of these rights, there is a breach if without our prior approval, any content from this website is distributed, copied, modified, reverse engineered, saved in a way that can be retrieved (other than for temporary use as above) distributed, or used in any way publically or in business.

2. No Liability

All content of this website is provided for general use as information only and no content of this website constitutes legal or other professional advice. Southern Legal disclaims all warranties, express or implied, in relation to this website - including (without limitation) warranties as to accuracy, coverage and fitness for any purpose. Southern Legal is not liable for any damages, losses, costs or expenses of any kind which result from or are claimed to result from any use of this website.

We strongly encourage contact with us to seek advice before acting on any content of this website.

3. Governing Law

Only New Zealand law applies in respect of any claim or dispute arising out of the use of this website.