

“Geared to the Result”

Terms of Engagement

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Standard Terms of Engagement

These Standard Terms of Engagement (“Terms”) apply in respect of all work carried out by us for you, except to the extent that we otherwise agree with you in writing.

Services

The services which we are to provide for you are outlined in our letter of engagement.

Financial

Fees

The fees which we will charge or the manner in which they will be arrived at, are set out in our letter of engagement.

If the letter of engagement specifies a fixed fee, we will charge this for the agreed scope of our services. Work which falls outside that scope will be charged on an hourly rate basis. We will advise you as soon as reasonably practicable if it becomes necessary for us to provide services outside the scope and if requested, give you an estimate of the likely amount of the further costs.

Where our fees are calculated on an hourly basis, the hourly rates are set out in our letter of engagement. The differences in those rates reflect the experience and expertise and specialisation of our professional staff. Time spent is recorded in 6 minute units, with time rounded up to the next unit of 6 minutes.

Disbursements and Expenses

In providing services we may incur disbursements or have to make payments to third parties on your behalf. These include tolls, faxes, photocopying, search and registration fees and court filing fees. These will be included in our invoice to you when the expense is incurred and are generally in addition to our estimated fees. We may require an advance payment for the disbursements or expenses which we will be incurring on your behalf.

GST (if any) Is payable by you on our fees and charges.

Invoices

For matters which are likely to be completed within a time frame of 6-8 weeks we will generally invoice you on completion of the matter. For other matters we will send interim invoices to you, usually monthly and on completion of the matter, or termination of our engagement. We may also send you an invoice when we incur a significant expense. More specific detail about invoicing of a specific matter will be contained in our letter of engagement.

Payment

Invoices are payable within 14 days of the date of the invoice, unless alternative arrangements have been made with us. Payment may be made direct to C & F Legal Limited trust account 06-0705-0380808-02.

For transactional matters where funds are passing through our trust account (e.g. sale and purchase of property) payment of our costs is by way of deduction from those funds, unless otherwise agreed.

We may require interest to be paid on any amount which is more than 7 days overdue. Interest will be calculated at the rate of 2% per month on all overdue accounts.

We reserve the right to suspend our work for you should payment of existing invoices be overdue. Please note that in addition to the above, if an account remains unpaid after two months from the due date, the account may be referred to our debt collection agency and we may charge you a minimum default fee of 25% of the unpaid portion of the fee (but not less than \$50) to cover the collection agency’s fees and we may seek further costs on recovery. The account may also be recorded on a credit information database held by a credit reporting agency.

Security We may ask you to pre-pay amounts to us, or to provide security for our fees and expenses. You authorise us:

- to debit against amounts pre-paid by you; and
- to deduct from any funds held on your behalf in our trust account; any fees, expenses or disbursements for which we have provided an invoice.

Third Parties: Although you may expect to be reimbursed by a third party for our fees and expenses, and although our invoices may at your request or with your approval be directed to a third party, nevertheless you remain responsible for payment to us if the third party fails to pay us.

Confidentiality

We will hold in confidence all information concerning you or your affairs that we acquire during the course of acting for you. We will not disclose any of this information to any other person except:

- to the extent necessary or desirable to enable us to carry out your instructions; or
- to the extent required by law or by the Law Society’s *Rules of Conduct and Client Care for Lawyers*.

Confidential information concerning you will as far as practicable be made available only to those within our firm who are providing legal services for you.