

**DUTHIE WHYTE (“DW/OUR/WE”)**  
**STANDARD TERMS OF ENGAGEMENT**

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

**1. SERVICES**

1.2 The services which DW are to provide for you are outlined in our engagement letter.

**2. FINANCIAL**

**2.1 Fees**

(a) The fees which DW will charge and the manner in which they will be arrived at, are set out in the **attached** DW engagement letter.

(b) DW will advise you as soon as reasonably practicable if it becomes necessary for DW to provide services outside the agreed scope and if requested, give you an estimate of the likely amount of the further costs.

(c) Where DW’s fees are calculated in whole or in part on a time basis, the hourly rates are set out in DW’s attached engagement letter. The hourly rates may vary from time to time. The differences in those rates reflect the experience and specialisation of DW’s professional staff. Time spent is recorded in 6 minute units, with time rounded up to the next unit of 6 minutes.

**2.2 Disbursements and Expenses**

In providing services DW may incur disbursements or have to make payments to third parties on your behalf. These disbursements will be included in our invoice to you when the expense is incurred. However DW may require an advance payment for the disbursements or expenses which we will be incurring on your behalf.

**2.3 GST (if any)**

Is payable by you on our fees and charges.

**2.4 Invoices**

DW will send interim invoices to you monthly (or as otherwise appropriate) or a final invoice on completion of the matter, or on termination of DW’s engagement. We may also send you an invoice when we incur a significant expense.

**2.5 Payment**

(a) Invoices are payable within 14 days of the date of the invoice, unless alternative arrangements have been made with us. 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 14% per annum on a daily basis.

(b) If payment is not made by the due date DW reserves (after giving you notice) the right to suspend work in respect to any of your affairs.

(c) Further, the costs of enforcement or attempted enforcement of payment of our invoices, including debt collection and legal costs (on a solicitor and client basis), will be payable by you in addition to the unpaid amount and accrued interest.

(d) You authorise DW:

- (i) to debit against amounts pre-paid by you; and
- (ii) to deduct from any funds held on your behalf in DW’s trust account any fees, expenses or disbursements for which DW has provided an invoice.

**2.6 Security**

DW may ask you to pre-pay amounts to us, or to provide security for DW’s fees and/or expenses and/or disbursements. Payment of such then to be in accordance with clause 2.5(d) of these Terms of Engagement.

**2.7 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 whether expressed or implied) be directed to

a third party, nevertheless you remain responsible for payment to DW if the third party fails to pay us. DW shall not be obliged to enforce payment or attempt to enforce payment against a third party particularly where DW has no contractual right to do so.

### 3. **CONFIDENTIALITY**

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

(a) to the extent necessary or desirable to enable DW to carry out your instructions; or

(b) to the extent required by law or by the Law Society's Rules of Conduct and Client Care for Lawyers.

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

3.3 We will of course, not disclose to you confidential information which DW has in relation to any other client.

### 4. **TERMINATION**

4.1 You may terminate DW's retainer at any time, by notice.

4.2 DW may by notice, terminate its retainer in any of the circumstances set out in the Law Society's Rules of Conduct and Client Care for Lawyers.

4.3 If DW's retainer is terminated you must pay us all fees due up to the date of termination and all expenses incurred up to that date.

### 5. **RETENTION OF FILES AND DOCUMENTS**

5.1 You authorise DW (without further reference to you) to destroy all files and documents for this matter (other than any documents that DW is

specifically instructed by you to hold in safe custody for you) 7 years after DW's engagement ends, or earlier if DW has converted those files and documents to an electronic format.

### 6. **CONFLICTS OF INTEREST**

6.1 DW has procedures in place to identify and respond to 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 Law Society's Rules of Conduct and Client Care for Lawyers.

### 7. **DUTY OF CARE**

7.1 DW's duty of care is to you and not to any other person. Before any other person may rely on our advice, DW must expressly agree to that in writing.

### 8. **TRUST ACCOUNT**

8.1 DW maintains a trust account for all funds which we received from clients (except monies received for payment of our invoices). If DW is holding significant funds on your behalf DW will normally lodge those funds on an interest bearing deposit with a bank. In that case DW will charge an administration fee of 1/20<sup>th</sup> of the interest derived.

### 9. **GENERAL**

9.1 Unless you notify us in writing of a change of your address to which this and attached documents have been sent we will be entitled to treat that address as your address for notices and for rendering of invoices.

9.2 These Terms apply to any current engagement and also to any future engagement, whether or not DW send you another copy of them.

9.2 DW is entitled to change these Terms from time to time, in which case we will send you amended Terms.

9.3 DW's relationship with you is governed by New Zealand law and New Zealand courts have non-exclusive jurisdiction.