

AWS LEGAL TERMS OF ENGAGEMENT

1. These terms apply to all work undertaken for our clients ("you"), unless otherwise agreed in writing. Your acceptance of these terms is assumed by your continuing to engage us.
2. AWS ("we") reserve the right to alter these terms at any time and to advise you of new terms to apply from that date.
3. We will provide the services described in the engagement letter ("the Services") promptly and efficiently, with reasonable care and skill.
4. Our duty of care is to you and not to any other person. Before any other person may rely on our advice, we must expressly agree to this.

Working With You

5. You will be working with an agreed Partner, Solicitor or Legal Executive. Others may be asked to assist. If you have any concerns, please speak with the Partner responsible or any other Partner.
6. You agree to provide information that is true, accurate, and not misleading.

Charges

7. We will agree our fee for the Services and the time of payment with you before commencing to provide the Services. You will have to pay us GST on the fee as well. Details of our fee will be as set out in our Engagement Letter.
8. Our fees reflect factors such as specialist knowledge, complexity, importance, the value of any property involved, skill/responsibility, urgency, the results to be achieved, and the time spent on the matter
9. The expression Disbursements used in our statements means money paid on your behalf e.g. Court filing fees, Land Information Memorandum fees, Land Information New Zealand fees, or travel and accommodation costs. We will charge you Disbursements incurred during the course of providing the Services.
10. The expression Office Expenses used in our invoices includes internal charges such as stationery, postage, tolls, photocopying, faxing and charges paid to service companies owned by the Partnership. We will charge you Office Expenses incurred during the course of providing the Services.
11. If our agreement is to charge on the basis of time, we will set out our hourly rates in the Engagement Letter and we will interim bill on a monthly basis.
12. When acting for private companies we may require personal guarantees from Directors and/or principal shareholders.
13. If unexpected issues arise and you require services in addition to the Services, or the matter does not proceed, we will agree a new fee with you.

Payment of Accounts

14. Accounts are payable on receipt of invoice. We may charge interest at current credit card rates on any amount outstanding after one month.
15. You may make arrangements to pay off your account with us provided it is settled in full within 3 months of the date of the invoice.
16. We may deduct from any funds held on your behalf in our trust account any fees, expenses or disbursements for which we have provided an invoice.
17. It is not our usual practice to suspend work on a file pending payment of our account, but we reserve the right to do so.
18. If after three months the account remains unpaid we may pursue its recovery and you agree we may use and disclose any personal information (as defined in the Privacy Act 1993) for that purpose.
19. We will retain custody of all files, documents and funds held on your behalf until all accounts are paid.

Timing

20. We will do our best to meet your timing requirements and will keep you informed of progress.

Urgency

21. If you ask us to do your work urgently we will tell you whether or not this is possible or necessary.
22. Doing work urgently may mean allocating additional staff and/or resources to it. Consequently, our charges may increase.
23. In exceptional cases we may treat your work as urgent without advising you, if it is in your best interest. You will be charged accordingly.

Contentious Business and Litigation

24. We cannot assure you of a particular outcome in Litigation or on contentious matters. We will explain to you the risks and contingencies that may affect the outcome.

Conflicts of Interest

25. If your interest conflicts with another client's interest, or our own, we will consult with you and follow the requirements and procedures set out in the Law Society's *Rules of Conduct and Client Care for Lawyers*.

Third Party Information

26. In advising you we may rely on information obtained from third parties (government agencies, registers or expert witnesses etc.). We do not guarantee the accuracy or completeness of this information, nor accept liability for any damage or loss caused by errors or omissions in information obtained from third parties.

Electronic Communication

27. We may communicate with you and others by electronic means (emails etc.). While we have virus detection and internet access security software, we do not accept liability for any damage or loss caused in connection with corruption of, or interference with, an electronic communication.

Confidentiality

28. Client confidentiality is important to us. We do not divulge confidential information unless authorised by you, or by law. However, Trust Auditors and/or Professional Indemnity Insurance Underwriters may view your file.

Copyright

29. Ownership of the copyright in all documents prepared by us remains with us. They are not to be used by anybody else.

Records

30. Our Trust Account records are stored indefinitely in an electronic form. However, we only retain hardcopies of these for seven years. Files, correspondence etc. on any particular matter are routinely destroyed after five years. Deeds, formal documents and negotiable securities are retained indefinitely in our Strongroom.

Complaints

31. If you are dissatisfied with our service please tell a Partner or our Practice Manager. We will do our best to resolve the issue via our Complaints Committee.

Termination

32. Either of us may terminate our engagement at any time.

Trust Account

33. We maintain a trust account for all funds which we receive from clients (except money received for payment of our invoices). If we are holding significant funds on your behalf we will normally lodge those funds on interest bearing deposit with a bank. In that case we will charge an administration fee being 5% of the gross interest derived.

General

34. We are happy to discuss this agreement with you. Please speak with the Partner who is working with you, or our Practice Manager.
35. Our relationship with you is governed by New Zealand law and New Zealand courts have non-exclusive jurisdiction.