

Terms of Engagement

1. Introduction

These terms of engagement apply in respect of all work carried out by us for you, except to the extent that we otherwise agree with you in writing. You accept and agree to these terms by continuing to instruct us.

In these terms of engagement, “we” and “us” means North South Environmental Law Limited. “You” means our client as identified in an engagement letter or as otherwise agreed.

2. Scope of our work and role

We will represent you and provide advice to you on all legal matters that properly fall within the scope of your instructions to us. We will either send you a letter, upon receiving instructions, describing the services we have been asked to undertake for you or will have discussed and communicated the scope of those services with you. If you are expecting us, or would like us, to perform any services in addition to those we have recorded or described, it is important that you let us know. We will ensure there is a clear understanding with you of the scope, importance and timetable of each instruction.

Any advice given by us is solely for your benefit and may not be relied on by any other person unless we agree to that in writing.

When our instructions on a matter are completed, our representation to you will end. We are not obliged to notify you of any subsequent changes of law or provide any further services to you related to that matter.

3. Our fees and other charges

Professional Fees

Our fees are charged on the basis of the NZLS Rules, which require that fees be fair and reasonable for the services provided.

In many circumstances, we can provide fee estimates or quotes for the agreed scope of our services. Work that falls outside that scope will usually 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 agreed scope and if requested, give you an estimate of the likely amount of the further costs. Special fee arrangements can also be made to meet the particular requirements of any transaction, including success fees, fixed fees and capped fees.

Disbursements and Office Services

Our fees for professional services incorporate the costs of secretarial and other assistance provided to our lawyers.

In providing services we may incur disbursements (such as courier costs, filing fees, court fees, air travel, accommodation, meals) or have to make payments to third parties on your behalf. These will be charged separately from our fee and will be itemised on our invoice to you. If we are required to expend significant amounts on disbursements or other external costs, we may request you to pay these in advance.

We charge for offices services (photocopying, faxing, phone calls, file opening and the like).

GST

GST is payable by you on our fees and charges.

4. Accounts

Invoices

We will provide you with invoices at regular periods (usually monthly) and, if applicable, a statement of funds that we have handled on your behalf. We may also send you an invoice when we incur a significant expense.

Payment

Invoices are payable within 14 days of the date of the invoice, unless alternative arrangements have been made with us. If payment of our invoice by you is overdue, we may:

- (a) not perform any further work for you until all unpaid invoices are paid in full;
- (b) retain custody of any of your property (including documents or files) until all unpaid invoices are paid in full;
- (c) charge interest at the rate of 5% above our firm's main trading bank's 90-day bank bill buy rate as at the close of business on the date payment became due.

Security

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

- (a) to debit against amounts pre-paid by you; and
- (b) 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.

5. Confidentiality

Client confidentiality is essential to us.

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:

- (a) to the extent necessary or desirable to enable us to carry out your instructions; or
- (b) to the extent required by law or the NZLS Rules.

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.

We will not disclose to you confidential information which we have in relation to any other client.

6. **Termination**

You may terminate this agreement at any time. We may terminate this agreement in the circumstances set out in the NZLS Rules.

If the agreement is terminated you must pay us all fees due up to the date of termination and all expenses incurred up to that date.

7. **Conflicts**

We have 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 NZLS Rules.

If you believe a conflict of interest has arisen or may arise, please inform us immediately.

8. **Duty of Care**

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.

9. **Intellectual property**

We retain all ownership rights in all intellectual property of any kind created by us for you. You may not reproduce our intellectual property or provide it to a third party without our express consent.

10. **Electronic communications**

We may communicate with you and others at times by electronic means. These communications can be subject to interference or interception or contain viruses or other defects ("corruption"). We do not accept responsibility for, and will not be liable for any damage or loss caused in connection with, or as a consequence of, the corruption of an electronic communication.

11. **General**

These terms apply to any current engagement and also to any future engagement, whether or not we send you a copy of them.

We are entitled to change these terms from time to time, in which case we will publish the amended terms on our website.

New Zealand law governs our relationship and New Zealand Courts have non-exclusive jurisdiction.