

AGREEMENT FOR LEGAL SERVICES

Date:

Client:

IRD No/s:

Photo ID: Driver Licence / Passport / Gun Licence / Other

Utility Account:

AGREEMENT

David Michael Roughan practising as Norlaw and Northlaw ("the Firm") and the Client named above agree that the Firm is to provide legal services to the Client in accordance with the details in Schedule One and on the terms and conditions in Schedule Two.

So that the Firm will provide legal services to the Client, and at the request of the Client, the Guarantor guarantees the performance of the obligations of the Client to the Firm and in particular will pay to the Firm any amount due to the Firm from the Client.

The Client and/or the Guarantor acknowledges the Credit Policy of the Firm in Schedule Two and hereby authorises the Firm to collect and hold such personal information as it requires for the purpose of making reasonable and confidential credit enquiries and for debt collection and identification purposes or any other related purpose.

The Client and/or the Guarantor acknowledges a copy of this agreement and the security for payment section in Schedule Three and agrees to give the general security agreement mentioned in it.

SIGNED by the Client

SIGNED for and on behalf of the Firm:

SCHEDULE ONE: Details and Instructions

(A) Client Details

Name:

Physical address:

Postal address:

Telephone:

Fax:

Mobile:

Email:

Bank Account/s: (Joint)?

Registered for GST: Yes/No GST No/s. (Joint)?

(B) What is Northlaw going to do for you?

The Client instructs the Firm to act as the Clients lawyers generally as set out in this Agreement for the Provision of Legal Services on all matters on which the Client from time to time instructs the Firm (orally, electronically or in writing) to act and specifically as follows:

(a) Such other matters as the Client refer to the Firm from time to time orally, electronically or in writing.

(C) Who is going to do what needs to be done?

The names and status of the persons who will have the general carriage of or overall responsibility for carrying out the above instructions are:

David Roughan (Director/Principal) and such outsourcing as he arranges from time to time to assist him with this matter.

Andrew Luxford, John Gilding (Other Lawyer) – when available

(D) How much is it going to cost?

The amount (if any) shown in Schedule Four. This figure and any other figure advised from time to time represents the Firms best estimate of the costs to carry out the Clients instructions.

In respect of any attendances not covered by *the above or /any* estimate the costs involved will be calculated according to the following hourly rates of those with responsibility for carrying out the above instructions:

Principal/Director



\$444.00 plus GST
(See clause 3 of Terms and Conditions)

Other Lawyer



\$320.00 plus GST

Legal Executive



\$160.00 plus GST

Administrative Assistants



\$80.00 plus GST

Credit Limit

\$1,000 (See clause 5 of Terms and Conditions)

(E) When will it be done?

Within 15 working days of the Firms Trust Account being credited with the following amount (towards the costs of this matter and for file establishment and archiving) you will have received our initial advice regarding your matter and an outline of the further matters to be progressed

\$400 (See clauses 6, 7 and 8 of Terms and Conditions) to be credited to:

- DM Roughan Trust Account 06-0493-0163085-02 at the Bank Street Whangarei Branch of ANZ Bank or
- Northlaw Trust Account 12-3093-0176219-02 at the Kamo Branch of ASB Bank Ltd

Continuing Education and Professional Development

The Principal regularly undertakes continuing legal education and professional development to maintain and improve his knowledge and competence in his fields of practice.

Complaints Procedure

- The Firm has a complaints procedure. Any complaint the Client has about the Firm's dealings with the Client must be made initially to the Principal who is in charge of complaints procedures and is the Privacy Officer for the Firm. The Principal will then discuss the complaint in detail with the Client at the earliest opportunity.
- If the Client is dissatisfied with the outcome of the initial discussion, then the Client is asked to write to the Firm setting out the Client's complaint and reasons for dissatisfaction, as well as the Client's reasoned proposal for resolution of the complaint.
- On receipt of a written complaint the Firm will promptly write to the Client with its response to the matters raised by the Client and with its proposal for a fair resolution of the complaint.
- If the Client does not wish to refer any complaint to the Principal then you may refer the complaint to Nola Dangen by telephoning her on (021) 648 306.
- If the Client is not satisfied with the result of the Firm's complaint procedures, then the Client has the right to lodge a written complaint with the New Zealand Law Society's complaints service which can be contacted on 0800 261 801.

Lawyers Fidelity Fund

If the Instructions involve or result in the Firm being entrusted by the Client with money or other valuable property, the Client is protected by the Lawyers Fidelity Fund if the money or property is taken by theft by the Firm or any of its employees or agents. Claims on that Fund are limited to \$100,000.00 for any one theft.

SCHEDULE TWO: Terms and Conditions

1. Clients Instructions

- The Firm will act in the Client's best interests to carry out the Client's instructions
- The Firm reserves the right to cease to act where the Client cannot or will not provide such IRD numbers and account numbers and photograph and other identification required by the firm to carry out the Client's instructions specified under the heading "Instructions", or where the Firm is of the opinion that the Client has misled or deceived the Firm in any material way.
- The Firm will take reasonable steps to keep the Client informed of the steps taken to carry out the Client's instructions.
- By instructing the Firm the Client accepts liability to pay the accounts that the Firm will render for work done together with all disbursements incurred in respect of the Client's instructions.

2. What are the Firm's Obligations to the Client?

The Rules of Conduct and Client Care for Lawyers of the New Zealand Law Society require that in all events, subject to the duties of the Firm and its members to the courts and to the justice system, the firm and each of its lawyers must:

- act competently, in a timely way, and in accordance with instructions received from the Client (orally, electronically or in writing) and any arrangements made between the Client and the Firm;
- protect and promote the Clients interests and act for the Client free from compromising influences or loyalties;
- discuss the Clients objectives and how they should best be achieved;
- provide the Client with information about the work to be done, who will do it and the way in which the Firms services will be provided;
- charge the Client a fee that is fair and reasonable, and let the Client know when the Client will be billed;
- give the Client clear information and advice;
- protect the Clients privacy and ensure appropriate confidentiality;
- treat the Client fairly, respectfully, and without discrimination;
- keep the Client informed about the work being done and advise when it is completed;
- let the Client know if the Instructions are of the sort where the Client may be eligible for legal aid, and if so whether the Firm is prepared to undertake the work in the Instructions if paid by legal aid
- let the Client know how to make a complaint, and deal with any complaint promptly and fairly.

The obligations the Firm owes to the Client are described in the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008 which came into force on 1 August 2008. For any queries consult the Firm or visit www.lawsociety.org.nz.

3. How does the Firm charge?

The Firms fees are charged in accordance with guidelines laid down by the Rules of Conduct and Client Care of the New Zealand Law Society. In fixing the fee the Firm takes account of considerations such as:

- the time and labour spent;
- the skill, specialised knowledge and responsibility required;
- the importance of the matter to the Client and the results achieved;
- the urgency and circumstances in which the work is undertaken and any time limits, including time limits imposed by the Client;
- the degree of risk assumed by the Firm in undertaking the services including the amount or value of any property involved;
- the complexity of the matter and the difficulty or novelty of the questions involved;
- the experience, reputation and ability of the personnel carrying out the work;
- the possibility that acting for the Client might mean we are unable to discharge our obligations to other Clients;
- the reasonable costs of running the Firm;
- any other factor which we consider to be relevant in the circumstances;
- other methods of charging which suit certain types of work which we can discuss with the Client where they are appropriate.

4. Estimate of Costs

- Any estimate of costs will be the Firms "best guess" as to what the costs are likely to be. If the work does not proceed as the Firm had expected due to unexpected complications, or if the work proves more complicated or time consuming than originally anticipated, the Firm will charge for all additional work.
- If it appears that the estimate will be exceeded, the Firm will advise the Client of the reasons and obtain further instructions from the Client.

5. Credit Policy

The Client may be allocated a credit limit which will be:

- confidential between the Client and the Firm (and persons such as barristers and expert witnesses instructed by the Firm with the consent of the Client);
- the total amount that the Firm will allow to be owed or due to it by the Client at any time;
- able to be increased or decreased or withdrawn by the Firm at any time.

The Firm has the right to make reasonable and confidential credit enquiries from an appropriate information provider.

The Firm may stop doing work (and instruct others to stop doing work) for the Client if the Client's credit limit is exceeded or if payment is not received by the Firm when invoiced. The Firm will have no liability for any loss suffered by the Client when work is stopped for this reason.

6. When will the Client be billed?

- Generally property matters may be billed at the time of settlement or on completion of the work. The Firm may require the Client to make a payment or payments to it for those matters referred to in clause 7 prior to final billing of any matter.
- For other matters the Firm will bill the Client on a monthly basis.

7. What about out-of-pocket payments the Client has to make?

- Payments may have to be made to other people for work to be done, for example filing fees, search fees, agency fees and similar payments (called disbursements). The Firm is not required to pay these amounts for the Client unless the Firm receives payment from the Client first. The Firm has the right to ask for these specific amounts or for an approximate amount to cover these expenses to be paid in advance to ensure that the Firm is not out of pocket.
- If the Firm instructs any other person (including Counsel or another lawyer) the Firm has the right to require payment of that person's estimated fees into the Firm's trust account beforehand. By instructing that person, the Firm undertakes an obligation to pay that person's fees and accordingly requires to be protected for them. The Firm may require the Client to enter a payment arrangement directly with that person.

8. When does the Client have to pay?

- The Firm's accounts are all due on the date of issue of the Firm's invoice. If the Firm is holding any money for the Client, the Firm is hereby authorised by the Client to deduct the amount due in the invoice from that money and give the Client a full statement showing how the Client's money has been applied.
- If there is more than one person comprising the Client, each person is jointly liable for payment in due time of all the Firm's accounts and other charges such as those under clause 9.

9. What if the Client cannot pay on time?

- If the Client anticipates difficulty in the payment of any invoice, the Client must contact the Firm immediately and discuss arrangements for payment. The provisions of clause 5 may apply.
- Interest is payable on any invoice more than 7 days overdue. Interest shall be calculated at the rate of 5% above the Firm's bank overdraft rate applying at the date of the invoice.
- If the Firm has to take steps to recover any unpaid account the Client hereby acknowledges that the costs of recovery (including debt collectors charges) are all payable by the Client.

10. Guarantor

- Where the name of a guarantor is completed on the front page of this agreement, then that person personally guarantees full payment of any amount due to the Firm from the Client in terms of this agreement.

11. Lien

- Where work has been done by the Firm but the Firm has not been paid by the Client, then the Firm has the right to retain the original documents and the correspondence on the Clients files until such time as all outstanding fees, disbursements and other expenses have been paid. This is known as a lien. This will be particularly important in circumstances where the Client decides for whatever reason to instruct another law firm. The Client must pay all outstanding fees, disbursements and other expenses (including any due under paragraph 12) before the Firm releases the Clients files to the Clients new lawyers.

12. Retention of Records

- Files will be archived at the cost of the Client and documents will be retained by the Firm for at least 6 years after completion or termination of the matter and may then be destroyed by the Firm.
- Subject to the lien in paragraph 11 if the Client uplifts any files or documents at any time the Firm may make copies and archive them at the cost of the Client and require the Client to pay the Firm any charge made for this and any outstanding invoices before they are uplifted.

13. Confidentiality

- The Firm will hold all information concerning the business and affairs of the client in strict confidence, and will not divulge such information except where required or permitted to do so by law, or the client expressly or impliedly authorises the Firm to make such disclosure.

14. Liability

- The Firm is to be indemnified by the Client against any action, claim, proceeding, demand, loss, liability, cost, or expense which the Firm may suffer or incur arising out of, or connected with, acting for the Client, except to the extent that such a claim is caused or contributed directly by any negligence of the Firm.
- Unless otherwise agreed in writing, the Firms liability to the Client shall not exceed an amount equal to the total fees (excluding GST) paid by the Client to the Firm under this Agreement.

SCHEDULE THREE: Security for payment

In consideration of the professional legal services provided under the Agreement the Client and/or the guarantor irrevocably grants to each of the principals or directors of the Firm an all obligations general security agreement (GSA) over all the present and after acquired property of the Client (which agreement shall constitute a security agreement for the purposes of section 36 of the Personal Property Securities Act 1999 (PPSA)) and a power of attorney to execute on behalf of the Client and/or the Guarantor a GSA over such present and after acquired property of the Client and to register the GSA under the PPSA to secure the Firms unpaid fees and disbursements.

The principal sum under the GSA will be the amount of fees due by reference to the relevant tax invoice/s and all disbursements, agency charges and other charges together with interest at the rate set out in clause 9. All costs of and incidental to the preparation of the GSA, and all registration and other fees incurred by the Firm (including incidental recovery costs under

clause 9) will be deemed to be included in the principal sum secured by the GSA. The date of advance will be the date the costs were due for payment or any subsequent date nominated by the Firm. Interest shall accrue on a daily basis.

SCHEDULE FOUR: Fixed fee terms if applicable