

1 Services

- 1.1 Unless we otherwise agree with you, these terms and our Letter of Engagement (if any) will govern the relationship between us (subject to 1.3 below) and apply in respect of the services we are to provide for you.
- 1.2 These terms apply from the time you first instruct us, whether or not you have signed or returned them. By continuing to instruct us, you accept these terms. These terms, and any other document relating to our engagement, may be signed electronically or accepted by email or through an electronic signing platform, and an electronic signature or acceptance is binding to the same extent as a handwritten signature.
- 1.3 We are required to make certain information available to you about us and our services. This information is contained in our Norling Law Client Care and service information. This includes information about our professional indemnity insurance, the Lawyers' Fidelity Fund, how we calculate our fees, the Law Society's Client Care and Service Information and our complaints procedure. You can view this information on our website at www.norlinglaw.co.nz. If you cannot access our website, please advise us and we will provide you with a copy.
- 1.4 We can change the terms of this agreement and our Norling Law Client Care and Service Information by written notice to you (email is sufficient).
- 1.5 Any new terms may include:
 - a Coverage provided by our Professional Indemnity Insurance; or
 - b The Lawyers Fidelity Fund; or
 - c Our complaints policy.
- 1.6 The new terms will apply prospectively only in respect of our current and future services from the date we write to you (email is sufficient). If you do not accept the new terms, you may terminate this agreement under clause 14.

2 Limitation on Services

- 2.1 Our services will not include providing you with investment, financial or tax advice or other excluded areas of advice which we advise you of from time to time either by writing to you or by placing advice of that additional limitation on our services on our website.
- 2.2 When our instructions on a matter are completed, our representation of you will come to an end and we will not be obliged to notify you of any subsequent changes in law, nor to provide any further services in relation to the matter.

3 Fees

- 3.1 The fees we will charge or the manner in which they will be arrived at, are set out in our engagement letter.
- 3.2 If the engagement letter 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 agreed scope and, if requested, give you an estimate of the likely amount of the further costs.
- 3.3 If you request an estimate of fees, we will provide you with one. Any estimate we provide in the engagement letter will be a guide only (based on our experience in similar matters) and is not a fixed fee. The actual fee may be less than, or greater than, the estimate. We will give you a revised estimate if it becomes apparent that at any point the actual fee is likely to significantly exceed the estimate. If we provide you with an estimate of fees, it is given on the basis that (in addition to any further assumptions that may be set out in the engagement letter):

- a Your instructions are complete;
- b No unforeseen circumstances arise which require additional work;
- c You respond to our requests for information or instructions in a timely manner;
- d Third parties and other lawyers, accountants, business advisers (and the like) involved in the matter are co-operative and reasonable;
- e Consents and approvals from third parties are given promptly and do not involve protracted negotiations; and
- f No proceedings, objections or applications are brought that have not already been anticipated by you or us on your behalf.

3.4 Where our fees are calculated on an hourly basis, the hourly rates are set out in our engagement letter. The differences in those rates reflect the experience 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.

3.5 In determining a fair and reasonable fee, we may take into account the factors set out in the Rules of Conduct and Client Care for Lawyers, including the time and labour expended, the skill and specialised knowledge required, the importance and urgency of the matter, the complexity of the matter, the results achieved, and the value or amounts involved. Our fee may therefore exceed the fee that would result from time recorded alone where those factors justify it.

3.6 The rates for our fees are reviewed and may change during the course of your matter. If they do, the revised rate will generally apply to your matter from the date of the change. You are entitled to disclosure of our current rates by request at any time.

4 Office Services and Disbursements

4.1 We may charge a one-off fee for opening your matter. This is a fixed fee to cover the office costs associated with opening your matter. The fixed fee we will charge is \$150 plus GST.

4.2 We also charge for general office services and disbursements we incur on your behalf. General office services include reasonable photocopying, document production, telephone expenses, and routine on-line searching. These are charged at a flat rate of \$75 + GST or 2.5% of our fee, whichever is greater.

4.3 If we offer a card payment option through our payment provider, you may choose to pay any amount payable to us by credit card or debit card (including any deposit into our trust account or to pay an invoice already issued). If you choose to pay by card, a card processing fee equal to the actual cost we incur from our payment provider for that payment will apply. That fee is disclosed to you before you pay and is a disbursement incurred on your behalf, and will be included in our next invoice to you plus GST if applicable. Paying by card is optional; you may always pay by direct bank transfer at no additional cost.

4.4 If you pay by card and later initiate a chargeback or payment dispute with your card issuer in respect of an amount properly payable to us, that will be a breach of these terms. The amount charged back, together with any chargeback or dispute fee charged to us and our costs of responding, will be immediately due and payable by you. We may suspend work and otherwise treat an improper chargeback as a failure to pay on time under these terms.

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

4.6 Disbursements include out-of-pocket expenses such as travel and accommodation costs, parking, larger

printing/bundling, couriers, registration and filing costs, court charges, and the fees of any agents, experts, and other professionals we appoint. These are charged at the amount charged to us. Where you have asked us to instruct counsel from outside our firm, then you must, on demand, pay us the fees for which that counsel bills us. If we hold funds on interest-bearing deposit in our trust account on your behalf, we may charge an administration fee. That fee will be 5% of the gross interest earned while these funds are in our trust account. We will also charge goods and services tax (GST) at the rate required by law. Unless we indicate otherwise, our stated rates and any estimates of costs do not include GST.

5 GST (if any)

- 5.1 New Zealand GST is payable by you on our fees and charges, unless not required by law.

6 Invoices

- 6.1 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.

7 Payment:

- 7.1 Invoices are payable within 7 days of the date of the invoice unless alternative arrangements have been made with us.
- 7.2 All amounts payable to us must be paid in full, without any set-off, deduction, or withholding of any kind, whether by way of counterclaim or otherwise, except as required by law.
- 7.3 If payment is not made on time, then, without prejudice to our other rights, we may:
- a Charge interest on the outstanding amount at the rate of 12% pa (calculated daily) until payment is made; and/or
 - b Charge you all fees and expenses incurred in collecting the debt from you, including costs on a solicitor/own client basis and/or all debt collector costs;
 - c Charge all fees and expenses incurred in collecting the debt from you, at our rates as outlined in our engagement letter and/or these terms of engagement; and/or
 - d Stop our work for you immediately.
- 7.4 If we suspend or stop work because of your failure to pay on time or to provide funds in advance when asked, we are not liable for any consequences of that suspension, including any effect on limitation periods, court timetables, hearing dates, or other deadlines.
- 7.5 You authorize us to disclose information about you to any solicitor, debt collector or debt buyer, court or tribunal in the event that you default on payment under these terms.
- 7.6 Our bank account details will not change during your engagement without notice from us. We will never advise a change to our bank account details by email alone. Before paying any invoice or deposit to a bank account for the first time, or after receiving any notice that our account details have changed, you must verify the account details directly with us by telephone using a number obtained independently of the email.
- 7.7 If you pay funds to an incorrect account without verifying the account details in this way, we are not responsible for any resulting loss, and the amounts remain payable to us. If you become aware of any suspicious communication appearing to come from us, please contact us immediately.

8 Fee dispute

- 8.1 If you wish to dispute any invoice of ours you must do so in writing to us before the due date for payment of

the invoice, specifying the grounds for the dispute in reasonable detail and setting out the amount you consider is due.

- 8.2 On the due date for the invoice you must pay us the amount you have stated that you consider is due, and must pay into the trust account of another solicitor the balance of the invoice.
- 8.3 That solicitor will hold the funds for you on trust and will provide an engagement letter to you in respect of those funds.
- 8.4 The balance will be applied in accordance with the resolution of the dispute over the invoice.
- 8.5 If you do not follow the above steps you are deemed to have accepted that the invoice is payable in full. Nothing in this clause limits your right to complain to the New Zealand Law Society Lawyers Complaints Service at any time.
- 8.6 Any dispute will be dealt with as a complaint using the procedure described in clause 4 of our Information for Clients.

9 Liability for payment

- 9.1 Each client named in this agreement is jointly and severally liable to us under this agreement. If a client is a company, then each person who signs this agreement on the company's behalf acknowledges that he or she has asked us to supply services to the company, and, in consideration of us supplying services to that company, agrees:
- a To guarantee the company's payment to us of all money it (from time to time) owes;
 - b That he or she can be treated by us as a principal debtor for that money; and
 - c To indemnify us against all costs, losses, and liabilities we incur or suffer because the company fails to pay us that money.
- 9.2 If we ask in writing at any time, you, and each person who has guaranteed your obligations under these terms (each a "guarantor"), will sign a general security agreement over all of your (and their) present and after-acquired property in our favour, to secure payment of all amounts you (or they) owe us from time to time under these terms.
- 9.3 The general security agreement will be in The Law Association of New Zealand's standard form, on the terms we reasonably require.
- 9.4 For the avoidance of doubt, the security interests created by the general security agreement may be registered on the Personal Property Securities Register.
- 9.5 If the signed general security agreement is not returned to us within 5 working days of us sending it for signature, you and each guarantor irrevocably appoint us and any of our directors as your attorney to sign it on your (or their) behalf.
- 9.6 While any amount remains owing to us, you and each guarantor must not grant a security interest over your (or their) property to any other party without our prior written consent, which we may withhold, or give on conditions, at our sole discretion.

10 Security

- 10.1 We may ask you to pre-pay amounts to our trust account, or to provide security for our fees and expenses. Where you deposit funds into our trust account, you irrevocably authorise and instruct us to deduct any fees and disbursements for which we have provided an invoice from amounts held in our trust account on your behalf (unless, when you paid the funds into our trust account, you instructed us, in writing, that the funds were for a specific purpose).
- 10.2 Where we act for you in relation to several projects or matters, we may open separate trust accounts in your name and hold separate trust funds for each of those projects or matters. Where this happens, you

irrevocably authorise and instruct us to transfer funds between separate trust accounts open in your name in various matters as and when required if there are insufficient funds in one of the matters for payment of an outstanding invoice and there are available funds in another matter. We will notify you of any such transfer at the time it is made.

- 10.3 Where we ask for you to pay amounts up front in our trust account, you have an obligation to do so should you wish us to continue providing services to you.
- 10.4 You must ensure that the funds we hold for you in our trust account remain in credit by the reasonable amounts we require from time to time as security for our fees and disbursements for upcoming work. We will tell you the amount required in advance. You must pay any top-up we request within 5 working days of our request, or any longer time we allow. If the required amount is not paid, we may suspend or stop work, and may decline to take further steps, incur disbursements, or make payments on your behalf until it is paid, and clause 7.4 applies. This clause applies in addition to any specific pre-payment or security arrangement in our engagement letter.
- 10.5 We will not hold trust funds in an interest-bearing account unless specifically instructed by you and agreed by us.
- 10.6 From time to time, you may deposit funds into another solicitors' trust account as security for our fees. Where you deposit amounts into another solicitors' trust account, that solicitor will issue you with an engagement letter dealing with their engagement regarding those funds. Where that occurs, you irrevocably authorise and instruct us:
- a to debit against amounts pre-paid by you to that firm of solicitors; and
 - b require a deduction from any funds held on your behalf in the trust account of that firm of solicitors any fees, expenses, or disbursements for which we have provided an invoice.
- 10.7 In those circumstances, we do not hold (nor are we deemed to hold) any funds on trust for you.

11 Third Parties:

- 11.1 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.

12 Confidentiality

- 12.1 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 by the Law Society's Rules of Conduct and Client Care for Lawyers.
- 12.2 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.
- 12.3 We will of course, not disclose to you confidential information which we have in relation to any other client.

13 Electronic communication

- 13.1 Unless otherwise agreed with you, we may communicate with you at times by electronic communication (email).
- 13.2 Email and electronic transmission of confidential or

privileged documents or advice is a convenient method of delivery. However, internet mail is not secure and any communications or documents transmitted may be interfered with, contain computer viruses or other defects and may not be successfully replicated on other systems. We will not be liable for any copying, recording, reading or interference by others during or after a transmission, for any delay or non-delivery or for any damage caused in connection with a transmission.

- 13.3 If you have any doubts about the authenticity of any communications or documents purportedly sent by us, please contact us immediately.
- 13.4 To enhance our record-keeping, we may record calls and meetings between you and us. This clause is our advance notice to you of that practice, and it applies to all such calls and meetings throughout our engagement. Where a call comes through our phone system, you may also hear a recorded notice at the start of the call.
- 13.5 We make and use these recordings to record your instructions accurately, to maintain our records for your matter, and for quality assurance and training, and you authorise us (without further reference to you) to do so.
- 13.6 If you would prefer that a particular call or meeting is not recorded, tell us at the start and by agreement, we will not record it.

14 Termination

- 14.1 Where you give us any instruction and we rely on that instruction (for example, by giving an undertaking to a third party), you may not revoke that instruction. Otherwise, you may terminate our retainer at any time.
- 14.2 We may terminate our retainer in any of the circumstances set out in the Law Society's Rules of Conduct and Client Care for Lawyers. We may also terminate our engagement, for just cause, on giving you reasonable notice. In particular, we may terminate if any of our accounts are not paid on their due date, funds in advance are not paid when asked for or we consider that payment of our fees and disbursements may be at risk.
- 14.3 If our retainer is terminated, you must pay us all fees due up to the date of termination and all expenses incurred up to that date.
- 14.4 Despite any termination, you agree to pay our fees and disbursements, together with GST, incurred up to termination and for any work we are required to do in relation to the matter after termination. Further, the provisions of these terms relating to reliance, confidentiality and ownership of information, files, limitation of liability and governing law shall continue to apply after termination.

15 Use of AI platforms

- 15.1 You authorise us (without further reference to you) to utilize AI platforms in our provision of services to you.
- 15.2 This includes entering and uploading of your confidential, private and sensitive information into those AI platforms, as long as the platforms we use have adequate and industry recognised measures in place for protection of such information from the public or any third parties. We will protect the information with reasonable safeguards.
- 15.3 If your information is compromised in an AI platform, you agree not to hold us liable for the same. To the extent that we have any liability, such liability is limited pursuant to the "Limitation of Liability" clause in these terms.
- 15.4 You acknowledge that we incur various subscription fees to AI platforms and that by incurring those subscription fees, we will have access to AI that will bring about efficiencies to you. The way in which we will bill this time is as follows: where AI tools materially reduce the time spent on your matter, we may charge for that work at the fee a competent lawyer would have charged to complete it without those tools, provided our total fee remains fair and reasonable having regard to

the factors in rule 9.1 of the Law Society's Rules of Conduct and Client Care for Lawyers.

16 Retention and storage of files and documents

- 16.1 You authorise us (without further reference to you) to retain your files and documents on third party online storage services such as with Microsoft, Google, Netdocuments or other equivalent alternatives.
- 16.2 You authorise us (without further reference to you) to destroy all files and documents for this matter (other than any documents that we hold by agreement in safe custody for you) 7 years after our engagement ends, or earlier if we have converted those files and documents to an electronic format.
- 16.3 We may retain records solely in electronic form and destroy paper originals once they have been copied electronically, except for documents we agree to hold in safe custody. If you ask us to retrieve files or documents from storage or archives after a matter has ended, we may charge a reasonable fee for retrieval, review, and delivery.

17 Conflicts of Interest

- 17.1 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 Law Society's Rules of Conduct and Client Care for Lawyers.

18 Commercial Competitors

- 18.1 Subject to Law Society's Rules of Conduct and Client Care for Lawyers:
- a we may accept instructions from other clients or potential clients working in the same or competing markets and whose commercial (but not legal) interests conflict with your interests. This may include acting, on a non-exclusive and confidential basis, in a transaction or matter for other clients.
 - b you consent to us not disclosing to you any information we hold for any other client.

19 Duty of Care

- 19.1 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.

20 External Information

- 20.1 We often obtain and rely on external information (e.g. from your accountant) or public records (e.g. from a government agency or registry) to carry out your instructions.
- 20.2 This information may not always be accurate, complete, or up to date. We do not accept responsibility to investigate or verify external information or public records and will not be liable for any damage or loss caused by errors or omissions in them.
- 20.3 We are also entitled to rely on the information and instructions you (and those authorised on your behalf) provide to us, without independently verifying them. We are not responsible for any advice given, work done, or loss arising where the information or instructions provided to us were inaccurate, incomplete, or misleading.

21 Limitation of liability

- 21.1 To the extent permitted by law:
- a our aggregate liability, together with and including that of our partners, consultants and employees, in respect of all causes of action and claims, whether in contract, tort or otherwise, arising in connection with, or in relation to, our engagement is limited to the amount which we receive as indemnification from our professional indemnity insurers for the claim, or to a sum of 10 times the

fees invoiced to you during the engagement, whichever is the lower amount;

- b we shall not be liable, whether in contract, tort or otherwise, for any loss (whether direct or indirect) of profits, business, anticipated savings or other economic loss or for any indirect, special or consequential loss, even if we were or should have been aware of the likelihood of such loss;
- c any further or specific limitations on the extent of our instructions or obligations, or any limitation or exclusion of liability, will be set in a letter/email of engagement.

- 21.2 If you claim compensation, damages, or contribution from us for loss or damage arising from acts or defaults (including negligence) on our part and some or all of that loss or damage was due to or contributed to by:

- a your own acts or defaults or by the acts or defaults of other persons for whose actions or defaults you are responsible; or
- b the acts or defaults of one or more other persons, not being partners, employees, or agents for whose conduct we are responsible,

then our liability to you will be several and not joint with these other persons. We will be liable only for that proportion of the loss or damage which our acts or defaults bear relative to the totality of the conduct of all persons causing or contributing to the loss or damage. This applies to the extent permitted by law.

22 Time Limits for any claim against us

- 22.1 Any claim you have against us must be filed within two years after the date of the act or omission on which the claim is based. Otherwise, the claim cannot be filed, and we will have no liability for that act or omission or for its consequences (to the extent permitted by law).
- 22.2 In these Terms, "claim" and "the date of the act or omission on which the claim is based" have the same meanings as in the Limitation Act 2010.
- 22.3 This time limit overrides the time periods under that Act and applies regardless of when any fact relevant to the claim was first discovered or able to be discovered.

23 Fair Trading Act 1986 and Consumer Guarantees Act 1993

- 23.1 If and to the extent you acquire our services in trade, for the purposes of section 5D of the Fair Trading Act 1986 and section 43 of the Consumer Guarantees Act 1993, you and we agree to the extent permitted by law that:
- a you and we are all in trade;
 - b sections 9, 12A, 13 and 14(1) of the Fair Trading Act 1986 and the provisions of the Consumer Guarantees Act 1993 do not apply in relation to these Terms or as between you and us; and
 - c it is fair and reasonable to exclude their application.

- 23.2 Nothing in these Terms modifies or negates your rights or remedies in the Fair Trading Act 1986 or Consumer Guarantees Act 1993 if you have not acquired our services in trade.

24 General

- 24.1 These Terms apply to any current engagement and also to any future engagement, whether or not we send you another copy of them.
- 24.2 We are entitled to change these Terms from time to time, in which case we will send you amended Terms.
- 24.3 If any provision of these terms is or becomes unenforceable, illegal, or invalid, that provision will be treated as modified to the minimum extent necessary to make it enforceable or, if that is not possible, severed, and the remaining provisions will continue in full force.

- 24.4 Any failure or delay by us in exercising a right under these terms is not a waiver of that right.
- 24.5 These terms, together with our engagement letter (if any) and our Client Care and Service Information, record the entire agreement between us in relation to our engagement and replace any earlier understandings on the same subject matter.
- 24.6 We may assign or transfer our rights under these terms, including in connection with any sale or restructuring of our practice or any assignment of debts owed to us. You may not assign your rights or obligations under these terms without our written consent.
- 24.7 We are not liable for any failure or delay in performing our services to the extent caused by events beyond our reasonable control, provided we take reasonable steps to mitigate the effects.
- 24.8 Our relationship with you is governed by New Zealand law and New Zealand courts have exclusive jurisdiction.