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# Standard Terms of Engagement

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

## 1 Services

1.1 The services I am to provide for you are outlined in your instructions and my engagement letter.

## 2 Financial

### 2.1 Fees:

- a The fees I will charge or the manner in which they will be arrived at, are set out in the engagement letter.
- b If the engagement letter specifies a fixed fee, I will charge this for the agreed scope of my services. Work which falls outside that scope will be charged on an hourly rate basis. I will advise you as soon as reasonably practicable if it becomes necessary for me to provide services outside the agreed scope and, if requested, give you an estimate of the likely amount of the further costs.
- c Where my fees are calculated on an hourly basis, the hourly rates are set out in my engagement letter. Time spent is recorded to the nearest hour.

2.2 Disbursements and expenses: In providing services I may incur disbursements or have to make payments to third parties on your behalf. These will be included in my invoice to you when the expense is incurred. If significant, I may require an advance payment for the disbursements or expenses which I will be incurring on your behalf.

2.3 GST (if any): Is payable by you on my fees and charges.

2.4 Invoices: I will send interim invoices to you, monthly and on completion of the matter, or on termination of my engagement. I may also send you an invoice when I incur a significant expense.

2.5 Payment: Invoices are payable within 7 days of the date of the invoice, unless alternative arrangements have been made. I may require interest to be paid on any amount which is more than 7 days overdue. Interest will be calculated at the rate of 4% above ASB Banks’ 90-day rate as at the close of business on the date payment became due.

2.6 Security: I may ask you to pre-pay amounts to me, or to provide security for my fees and expenses.

2.7 Third Parties: Although you may expect to be reimbursed by a third party for my fees and expenses, and although my invoices may at your request or with your approval be directed to a third party, nevertheless you remain responsible for payment to me if the third party fails to pay.

## 3 Confidentiality

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

- a to the extent necessary or desirable to enable me 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 I will not disclose confidential information which I have in relation to any other client.

3.3 I will store your information electronically using cloud storage facilities (currently Microsoft One Drive). I will take all reasonable steps to ensure access is limited to those who are authorised.

## 4 Termination

4.1 You may terminate my retainer at any time.

4.2 I may terminate the retainer in any of the circumstances set out in the Law Society’s Rules of Conduct and Client Care for Lawyers

4.3 If my retainer is terminated, you must pay me 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 me (without further reference to you) to destroy all files and documents for this matter 7 years after my engagement ends or earlier if I have converted those files and documents to an electronic format.

## 6 Conflicts of Interest

6.1 I have procedures in place to identify and respond to conflicts of interest. If a conflict of interest arises I 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 My duty of care is to you and not to any other person. Before any other person may rely on my advice, I must expressly agree to this.

## 8 General

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

8.2 I may change these Terms from time to time, in which case I will send you amended Terms.

8.3 My relationship with you is governed by New Zealand law and New Zealand courts have non-exclusive jurisdiction.