



**STU WEBSTER  
BARRISTER & SOLICITOR  
WEBSTER INC LIMITED**

**STANDARD TERMS OF ENGAGEMENT**

The Standard Terms of Engagement ("Terms"), sent to the client ("Client") together with any letter of engagement and any fee estimate, form the contract ("Contract") between **Webster Inc Limited** (Co. No. 8294147) ("Webster Inc") and the Client.

Unless otherwise agreed in writing, any subsequent services performed by Webster Inc will be provided by Webster Inc on the basis of the Terms. In such cases, references to the "Contract" and the "Services" below will be to the Terms and any written or orally specified services.

- 1 Services.** Webster Inc will provide the services agreed orally or specified in any initial letter of engagement or, as subsequently agreed and set out, in any replacement or supplementary letter of engagement ("Services"). The Services may include advice and recommendations, but it is understood and agreed that all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, the Client. Unless implementation is specified in the letter of engagement, Webster Inc will not be liable in any way in this regard. Either Webster Inc or the Client may request changes to the Services. Each agrees to work together to enable each party to assess the impact of any requested changes on the cost, timing or any other aspect of the Services.
- 2 Information.** The Client will provide in a candid, full and timely fashion all information and documents reasonably required to enable Webster Inc to provide the Services. Unless otherwise required pursuant to the engagement, Webster Inc will have no responsibility to independently verify the accuracy of such information and documents. Webster Inc will not be liable for any loss or damage arising from any inaccuracy, incompleteness or other defect in any information or documents supplied by the Client.
- 3 Work Papers.** The work papers produced by Webster Inc in the course of providing the Services are and will remain the property of Webster Inc. Webster Inc shall be entitled to retain the work papers and copies of any documents provided to the Client in the course of performing the Services. Work papers also include documents relevant to the Client's affairs although not necessarily relevant to the Services.

On commencing the Services, Webster Inc will open a file. Webster Inc reserves the right to store all information contained on that file in whatever form legally permissible (including but not limited to electronic storage). The information retained by Webster Inc will be stored and kept for at least six years. After that period of time the information may at Webster Inc's sole discretion be deleted. If the Client sends to Webster Inc any papers that are to be returned to the Client, that request must be made at the time these are supplied.

In respect of Deeds or documents, Webster Inc reserves the right to retain those Deeds and documents until all monies due for costs, office services or disbursements are paid. Webster Inc requires this right to retain any such Deeds and documents even if the monies are due for services unrelated to those documents. Webster Inc's position in this regard is contrary to the usual common law position which would otherwise exist.

- 4 **Reporting.** Webster Inc will report to the Client in accordance with the terms set out in any letter of engagement.
- 5 **Fees and Payment.**
- a) Either before or after the commencement of the Services, or on any change in the Services, Webster Inc will, when required to do so, except as set out in the New Zealand Law Society Rules of Conduct and Client Care for Lawyers, provide an estimate and/or agree with the Client the total fees for the Services.
  - b) All fees charged will be based on the New Zealand Law Society requirement that all professional fees shall be fair and reasonable having regard to the interests of both the Client and Webster Inc.
  - c) The Client acknowledges that in determining what constitutes fair and reasonable fees having regard to the interests of both the Client and Webster Inc, a number of factors will be taken into account including not only the amount of time devoted by Webster Inc (or any other person employed or engaged by him) to the Services, but any urgency involved, the amount or value of the money or property involved, the degree of complexity and resulting skill required, the results achieved and any other criteria that are relevant (including the factors set out in the Rules of Conduct and Client Care).
  - d) The Client will pay all out of pocket expenses reasonably incurred by Webster Inc in performing the Services.
  - e) Fees and expenses will be billed upon completion of the matter or monthly, unless otherwise agreed, and will be payable seven (7) days following receipt of the invoice. If payment is not made by then a statement will be sent requiring immediate payment, failing which interest will be charged at the rate of 1% per month on the amount invoiced or any balance remaining unpaid at the time.
  - f) In default of payment when required, the Client undertakes to indemnify Webster Inc and pay all costs and expenses if legal action is necessary to recover from the Client any overdue amount. Webster Inc may at his discretion require funds to be paid on account before any out of pocket expenses are incurred. In that event, Webster Inc will nominate a lawyers trust account into which the advance payment is to be made.
  - g) Failure to pay fees on time may, at Webster Inc 's discretion, lead to suspension of the Services and/or termination of the engagement. All reasonable fees up to suspension or termination shall be and remain payable, notwithstanding the suspension or termination.
- 6 **Terms and Termination.** The Contract will continue until all the Services have been provided unless sooner terminated by agreement. Either party may terminate the Contract by written notice or if the other party fails to remedy a material breach of the Contract. Termination will not affect the Client's obligations to pay Webster Inc fees for all Services performed up to termination. Any of the terms and conditions of the letter of engagement or the Terms that are intended to apply after completion of the Services will continue to apply following termination.
- 7 **Confidentiality.** Webster Inc will not disclose to third parties any confidential information relating to the Services unless either authorised by the Client or compelled by law, or as is necessary to provide the Services. Webster Inc will not provide information or comment to the media in the absence of the Client's express written instructions.

- 8 **Indemnity.** In the event Webster Inc becomes involved in any claim (including actual or threatened litigation of whatever form) in relation to the Services, Webster Inc will immediately notify the Client. The Client agrees, to the extent permitted by law, to indemnify Webster Inc in all respects including the reasonable costs and expenses involved in defending any such actual or threatened litigation. Where legal counsel is retained for these purposes, those costs, will be met by the Client. Webster Inc will use his best endeavours to agree the quantum of any such costs recognising the need to respond to such litigation on a prompt and reasonable basis. The Client agrees to meet the costs of Webster Inc for reasonable time incurred and any other reasonable costs and expenses in relation to any inquiry or proceeding initiated by any person.
- 9 **Restrictions.** Unless Webster Inc has agreed in writing, no advice or information provided to the Client is to be made available, directly or indirectly to any third party, or shall be used or relied upon by any third party. Webster Inc will have no liability to any such third party. The Client indemnifies Webster Inc against any third party claim arising from the release of any such Webster Inc advice or information.
- 10 **E-mail.** Webster Inc accepts no responsibility for viruses or any similar corrupting device in any emails or any attachments which come from Webster Inc. Webster Inc also does not accept any responsibility for any changes to, or interception of, any email or any attachment after it leaves its information systems.
- 11 **No Assignment or Benefit.** The Client may not assign the benefit of the Services to any third party without Webster Inc 's written consent. For the avoidance of doubt the sole beneficiary of the Services under this Contract is the Client. No other party is intended to take a benefit under the Contracts (Privity) Act 1982.
- 12 **Guarantee.** Instructions from time to time may be taken from companies or other corporate bodies and/or family trusts and/or third party individuals at the Client's request. In such instances these Terms will apply to the receipt of such instructions and the Client unconditionally guarantees to Webster Inc the performance of all Client obligations expressed or implied in these Terms.
- 13 **Entire Agreement.** The Contract described in these Terms, subject to any qualification, conditions, assumptions and reservations set out in any report, forms the entire agreement between Webster Inc and the Client. No previous discussions, proposals, correspondence, understandings or other communications, whether written or oral, shall have contractual effect subsequent to the letter of engagement. Only written variations signed on Webster Inc's behalf shall have effect to vary the Contract.
- 14 **Governing Law.** Webster Inc and the Client agree that the Contract and their relationship will be governed by the applicable laws of New Zealand and submit to the exclusive jurisdiction of the New Zealand Courts.

## FEE STRUCTURE

To help clients understand and budget for the likely costs involved in engaging Webster Inc's services the indicative charge out rates are set out below (all sums expressed in NZ dollars):

Fees may be charged either on a value billing basis or on an hourly rate.

### Value Billing

Value billing involves an assessment at the completion of the Services based primarily on the results achieved for the Client but also taking into account the urgency, complexity, time expended, skill required, cost of operating a practice, and the amount or value of any money or property involved.

<b>Hourly Rate (where applicable)</b>	<b>Rate per Hour</b>
Stu Webster	NZD\$480

**Disbursements** are charged as follows:

### Telephone

National & international	at cost
Mobile	at cost

### Photocopying

No charge except where otherwise agreed  
Binding, collating, stapling and paginating documents at cost

### Courier/Delivery

External couriers	at cost
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### Miscellaneous

All other out of pocket disbursements and charges incurred on the Client's behalf are charged at the rate Webster Inc is charged by the service provider or at cost.

## INFORMATION FOR CLIENTS

Set out below is the information required by the *Rules of Conduct and Client Care for Lawyers* of the New Zealand Law Society ("Law Society").

- 1 **Fees:** the basis on which fees will be charged is set out in the Letter of Engagement. When payment of fees is to be made is set out in the Standard Terms of Engagement (see [www.stuartjwebster.com](http://www.stuartjwebster.com)).
- 2 **Professional Indemnity Insurance:** Webster Inc holds Professional Indemnity Insurance that meets or exceeds the minimum standards specified by the Law Society.
- 3 **Lawyers Fidelity Fund:** The Law Society maintains the Lawyers Fidelity Fund for the purposes of providing clients of lawyers with protection against pecuniary loss arising from theft by lawyers. The maximum amount payable by the Fidelity Fund by way of compensation to an individual claimant is limited to \$100,000. Except in certain circumstances specified in the Lawyers & Conveyances Act 2006 the Fidelity Fund does not cover a client for any loss relating to money that a lawyer is instructed to invest on behalf of the client.

- 4 **Complaints:** If you have a complaint about Webster Inc's services or charges you should refer your complaint to Webster Inc in the first instance.

If you do not wish to refer your complaint to Webster Inc, or you are not satisfied with Webster Inc's response to your complaint you may refer your complaint to the New Zealand Law Society.

The Law Society maintains a complaint service and you are able to make a complaint to that service. To do so you should contact the Law Society as follows:

The Lawyers Complaints Service  
 Phone: 0800 261 801  
 Complaints form: [www.lawsociety.org.nz/for-the-community/lawyers-complaints-service/concerns-form](http://www.lawsociety.org.nz/for-the-community/lawyers-complaints-service/concerns-form)  
 Email: [complaints@lawsociety.org.nz](mailto:complaints@lawsociety.org.nz)

- 5 **Person responsible for the work:** The name and designation of the person or persons who will have the general responsibility for the services provided to you are set out in the Letter of Engagement.

- 6 **Client care and service:** The Law Society client care and service information is set out below.

Whatever legal services your lawyer is providing, he or she must:

- Act competently in a timely way, and in accordance with instructions received and arrangements made.
- Protect and promote your interests and act for you free from compromising influences or loyalties.
- Discuss with you your objectives and how they should best be achieved.
- Provide you with information about the work to be done, who will do it and the way the services will be provided.
- Charge you a fee that is fair and reasonable and let you know how and when you will be billed.
- Give you clear information and advice.
- Protect your privacy and ensure appropriate confidentiality.
- Treat you fairly, respectfully and without discrimination.
- Keep you informed about the work done and advise you when it is completed.
- Let you know how to make a complaint and deal with any complaint promptly and fairly.

The obligations lawyers owe to clients are described in the *Rules of Conduct and Client Care for Lawyers*. Those obligations are subject to other overriding duties, including duties to the courts and to the justice system.

If you have any questions please visit [www.lawyers.org.nz](http://www.lawyers.org.nz).

- 7 **Limitations on extent of obligations or liability:** Any limitations on the extent of Webster Inc's obligations to you or limitation or exclusion of liability are set out in the Letter of Engagement or Standard Terms of Engagement.