

## TERMS OF ENGAGEMENT FOR PROFESSIONAL SERVICES

**Instructions** When you engage us (Calderglenn Associates Limited and/or Peter Bernard Degerholm), whether for professional services, advocacy, or representation in any dispute or negotiation or otherwise we will endeavour to act in and represent your interests to the extent relevant to each assignment or task. We must receive clear instructions from you, and you undertake to make available all information reasonably necessary for us to do our job. If at any time we do not have clear instructions we may cease work until we have received those instructions. You may tell us to stop work at any time, and you agree to pay our fees and any expenses incurred up to that point.

**Our services and procedures** We will undertake all work for you in a professional manner. We will endeavour to respond to your queries as quickly as possible. We will treat your instructions and any information that you provide as confidential to the extent that your instructions or the matter or the dispute resolution procedure may dictate. At the conclusion of the matter you may collect any original papers or at your request we will return them to you. Uncollected files may be securely destroyed one year after the conclusion of the services.

**NOT legal services** It is expressly understood that our professional services are NOT legal services, and any opinion or advice that may be offered is NOT to be construed as legal advice. You undertake to obtain, at your own expense and volition, any legal or other advice in relation to any matter that you consider necessary. With your approval we will cooperate fully with and/or enter into communication with your legal or other professional adviser on any matter.

**Limitation of liability** To the maximum extent permissible under law (and in addition to any statutory immunity available to adjudicators under the Construction Contracts Act 2002, or arbitrators under the Arbitration Act 1996) you agree that, whether or not a fee has been rendered, we will not be held liable in any way to you or to any third party for any act or omission in the course of any work carried out by us; for any costs, losses or expense however incurred; or for any consequential costs and losses of any nature whatsoever arising out of any matter in which we are involved or have given advice, unless and to the extent that such act or omission is fraudulent. You agree indemnify us against any claim for any act or omission in the performance of our duties, unless the act or omission is fraudulent.

**Our charges** Unless otherwise expressly agreed:

- Our charges are based on the applicable current hourly rate applied to the time spent on the assignment including travelling time, plus disbursements and GST.
- Any fee estimate is indicative only, and is not to be treated as a binding quotation.
- Any extension of the services where a fixed fee has been agreed shall be on an hourly basis at our current hourly rate.
- A charge may apply for expenses or time vacated where meetings or other arrangements are cancelled with less than 2 working days notice.

Usual disbursements include external charges such as travel, courier, photocopying, professional services, meeting and teleconference expenses and the like, but not in-house expenses such as toll calls, internal copying and faxing, which are included in the hourly rate. You agree to pay promptly any applicable fees and charges for experts, adjudicators, arbitrators, nominating authorities and the like directly to such persons or organisations, unless paid by us in which case they shall be treated as disbursements. You agree to be liable to such persons or organisations for payment of all fees and expenses, and to indemnify us in respect of any such liability.

**Payment of account** We will render invoices to you at regular intervals, usually up to the end of each calendar month and/or on completion of an assignment. Unless otherwise agreed each invoice is payable not later than 7 calendar days after the date of invoice.

Please tell us if you have any difficulty making payment by the due date. If payment is overdue we may charge you compound interest on the unpaid balance at the rate of 1% per month, and may stop all further work until paid without any liability for the consequences of doing so. If we take recovery action then, in addition to interest charges, you will be liable for our time expended in taking any action and any legal or collection costs incurred on a full indemnity basis.

**Personal Guarantee of Directors, Partners or Trustees** You, as the Customer, or director(s), partner(s) or trustee(s) of the company, partnership or trust named below as the case may be, agree to be personally liable for all outstanding amounts and associated costs should the Customer, company, partnership or trust cease trading or become insolvent.

**When you engage our services** you agree to accept all of the above Terms and Conditions.

**/we acknowledge that we have read and agree to the above Terms and Conditions**

Full Legal Name: \_\_\_\_\_

Contact Name(s): \_\_\_\_\_

Postal Address: \_\_\_\_\_ Post code \_\_\_\_\_

Physical Address: \_\_\_\_\_

Contact Details: Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Mob: \_\_\_\_\_ Email: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_