



Hong Hu Lawyers

Barristers · Solicitors · Notary Public
鸿鹤国际公证律师楼

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also at North Shore City



Fellow of
The Australian and
New Zealand College
of Notaries

Dear Client(s): The below (Terms) apply in respect of all work carried out by us for you, except to the extent that these terms are inconsistent with any other agreement between you and us (whether generally or in respect of specific instruction) then that other agreement prevails over these terms. If you do not provide AML with the required information, we may not act for you.

Services to be provided as agreed: _____ We enclose some materials which set out Information for Clients which lawyers are required by the New Zealand Law Society to provide.

Fees: The basis on which our fee is \$350.00 per hour plus GST by our solicitors; Our Principal's chargeable hour rate is \$500 per hour plus GST. The agreed (set) fee to be paid is \$.....or arrangement for payment as.....

You authorise us to debit against amounts pre-paid by you and to deduct from any funds held on your behalf in our trust account any fees, expenses or disbursements for which we have provided an invoice. If the engagement letter specifies a fixed fee, we will charge this for the agreed scope of our services. Work that 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.

Disbursements and expenses: In providing services, we may incur disbursements or make payments to third parties on your behalf. These will be included in our invoice when the expense is incurred. We may require an advance payment for the disbursements or expenses which we will be incurring on your behalf. We will also invoice you for a standard service charge to cover general office services provided by us (for example, photocopying, faxes, telecoms charges, deliveries and postage) at no greater than 3.5% of our fee. Our firm is entitled to charge an administration/management fee on IBD interests (if any).

Responsibility for Service

The name and status of the people in our firm who will have the general carriage of or overall responsibility for the services we provide for you are lawyers/staff at Hong Hu Lawyers. However, Hong Hu, the principal, will be responsible for the services the firm offers to you. You must pay our legal fee in full before uplifting your files.

Limitation on our obligation or liability

Our work is done on the basis of the information you have provided to us and in strict accordance with your instruction. Should the information you provide us in incorrect or untrue, we will not be responsible for the outcome of the matter. You agree to keep us updated with relevant information in relation to your matter and to provide written instructions should you require us to carry out a specific task. In the absence of written instructions, you rely on our skill and judgement in acting on your behalf. We do not provide any legal advice as to the quality of investment. As we do not offer financial/accounting advice, we suggest you seek independent accountant advice for any property or business settlement. We have a clearly communicated policy of not making representations regarding the structural condition and/or water tightness of properties for sale. We do not guarantee the outcome of any cases such as immigration, court work, and disputes. However, we will make a full representation on your written and or oral instruction and try to obtain the best possible outcome. Before we can finalise an engagement letter, we may need to seek further information from you to ensure that no conflict arises. We may advise you if such a conflict exists, which we will seek to resolve, if resolvable, in accordance with our conflict protocols. We will comply with the NZLS Rules in respect of conflicts of interest. We do not purport to be experts in all fields of law and as such, have your authority to, where reasonable, engage other law firms, barristers or experts to secure advice on particular matters from other lawyers.

Acceptance and Termination:

If this is acceptable, please sign below and return a copy to us. You will be bound by these terms if after receipt of this letter, you orally advise us of your acceptance or if you instruct us to proceed to act for you. Both parties further agree that by the submission of this document through electronic means, no written signature shall be required by either party and that the agreement shall be in effect as of the time and date of submission by the Client. You may terminate our retainer at any time. 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.

File destruction

At the termination of our services, our files are stored for a minimum period of five years. Those files may contain certain documents which are your property. Unless you tell us in writing that you want any such property returned to you within five years, we reserve the right to destroy the file (including your property) after the expiry of five years from storing it and without further notice. (This, of course, excludes wills and deeds). You further agree to pay our minimal charges from \$50 dollars if you wish to copy any files after your file is closed.

TO: HONG HU LAWYERS:

I/We accept the above terms, and you are requested to act in this matter, and I/We confirm engagement letter and information for clients has been provided and explained to me/us in our language. These Terms apply to any current engagement and also to any future engagement, whether or not we send you another copy of them. We recommend that you seek independent legal advice before accepting them.

Signed by:

Date: