+ Terms of Engagement

Extra Law Limited when trading as Extra Law Creative (referred to in this document as **Extra Law Creative**, **we** or **us**) wants you, the client, to know what to expect when you are engaging with Extra Law Creative.

1. **Application**
   These terms of engagement (**terms**) automatically apply to any engagement with Extra Law Creative except where inconsistent with express provisions in a letter of engagement with Extra Law Creative. Extra Law Creative may change these terms at any time, and publish them on the Extra Law Creative section in the Extra Law website.

"We're Lawyers first"

2. **Our commitment as lawyers**
   Extra Law Creative will deliver its services to its clients in accordance with the fundamental obligations of lawyers set out in section 4 of the Lawyers and Conveyancers Act 2006, namely:

   - to uphold the rule of law and to facilitate the administration of justice in New Zealand;
   - to be independent in providing regulated services to clients;
   - to act in accordance with all fiduciary duties and duties of care owed by lawyers to their clients;
   - to protect, subject to overriding duties as officers of the High Court and to duties under any enactment, the interests of clients.

3. **Confidential information**
   Extra Law Creative will protect and hold in strict confidence all clients' confidential information, and confirms that it will not use or disclose a client's confidential information other than as required or permitted under the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008 (**rules**).

4. **Documentation and other information**
   Any files created in respect of a client's work during a period of engagement, will be retained securely for 7 years by Extra Law Creative (usually in electronic form only) and after that may be securely destroyed.

5. **Intellectual Property Rights**

All ownership rights in all intellectual property created or developed by Extra Law Creative or an Extra Law Creative team member in performing any services for a client will be retained by us from the date of its creation. A client may not reproduce our intellectual property or provide it to a third party without our express consent.

6. **Limitation of Liability**

To the extent permitted by law, Extra Law Creative's total liability to a client in connection with any matter (or series of related matters) on which Extra Law Creative is engaged is limited to $1 million.

"We're people and creative too"

7. **Nature of our services**

Extra Law Limited is an Alternative Legal Service Provider or NewLaw firm. Most of Extra Law Limited's services are delivered in an in-house situation where an organisation has an identified temporary resource shortage.

Extra Law Creative (as an 'extra' and temporary division of Extra Law Limited) is the same, but creatively different! Creative Legal Services, an Auckland-based legal service provider, and independent from Extra Law Limited, has identified a temporary resource shortage. For the period to 21 December 2019, Extra Law Creative personnel have been made available by Extra Law Creative for Creative Legal Services' overflow legal work and similar legal work in the area of media and arts law. During this period, Extra Law Creative will independently carry out this work directly to, and for the benefit of, clients who choose to use its services.

8. **Termination of our services**

A client may terminate Extra Law Creative's services at any time.

Extra Law Creative may terminate an engagement in accordance with the rules.

"And we're running a business"

9. **Billing Process**

Extra Law Creative will usually issue progress invoices on or before the 3rd working day of the month during an engagement and/or a final invoice on completion of the engagement.

An Extra Law Creative invoice is due for payment within 14 days of receipt. Extra Law Creative reserves the right to charge interest on any undisputed amount in an invoice, that remains unpaid by the client after one month of receipt, at 10% per annum from the invoice date until the date of payment.

If there is a disputed amount in respect of an Extra Law Creative invoice, a client is required to notify Extra Law Creative as soon as possible and no later than 5 working days after receipt of the relevant invoice. The client is required to continue to pay any undisputed portion of the invoice within 14 days of receipt.

10. **Fees**

Extra Law Creative will usually charge fees on an hourly rate basis for its Extra Law Creative personnel. Extra Law Creative personnel record time spent on client's work in 5 minute increments and such time spent may be rounded to the nearest 15 minutes when calculating the total fees for an invoice. The fees charged by Extra Law Creative will be in accordance with the rules.

Extra Law Creative will provide fee estimates on request and will use all reasonable endeavours to: advise the client if the fee estimate may be exceeded; and work with the client to manage the cost of its services.

11. **Expenses**

All general office service charges incurred by Extra Law Creative, such as stationery, photocopying, phone calls, postage and couriers, are included in Extra Law Creative's hourly rates.

12. **GST**

Unless otherwise expressly stated, all fees and expenses are specified on a GST exclusive basis, with GST then charged on the supply at the rate required by law.

13. **No Trust Account**

Extra Law Creative has elected to not operate a trust account, and will not be able to receive, in the course of providing legal services, any money or other valuable property in trust for any person.