



## STANDARD TERMS OF ENGAGEMENT INFORMATION FOR CLIENTS

*These Standard Terms of Engagement ("Terms") apply in respect of all work carried out by Experienz Immigration Services Ltd for the client, except to the extent that we otherwise agree with the client in writing.*

### GENERAL

The Terms apply to any current or future engagement, whether or not another copy of this document is sent to the client.

We are entitled to change these Terms from time to time, in which case clients will be sent an amended Terms.

Our relationship with our clients is governed by New Zealand law and New Zealand courts have non-exclusive jurisdiction.

### SERVICES

The services we will provide each client are outlined in the engagement letter or as subsequently agreed either in writing or by verbal instructions.

### INFORMATION

The client will provide in a candid, full and timely fashion all information and documents reasonably required to enable us to provide the Services.

Unless otherwise required pursuant to the engagement, we will have no responsibility to independently verify the accuracy of such information and documents.

We 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.

### DUTY OF CARE

Our duty of care is to the client and not to any other person. Before any other person may rely on our advice, we must expressly agree to this.

### CONFIDENTIALITY

We will hold in confidence all information concerning the client or the client's affairs acquired during the course of acting for the client.

We will not disclose any of this information to any other person without your prior consent, unless such disclosure is required for:

- the purposes of the administration of the Immigration Advisers Licensing Act 2007;
- the promotion of Your interests to Immigration New Zealand; or
- the law requires us to.

The client's personal information will be retained for a period of seven years, and will be made available to the Immigration Advisers Authority if requested.

Confidential information concerning the client will as far as practicable be made available only to those within our firm who are providing or assisting in the services for which we are instructed to act.

We will not disclose to the client confidential information which we have in relation to any other client.

#### **PERSONS RESPONSIBLE FOR WORK**

The names and status of the person or persons who will have the general carriage of or overall responsibility for the services provided for the client are set out in the letter of engagement.

#### **REPORTING**

We will report to the client orally or in writing at appropriate times throughout the engagement when there are developments or matters that require decisions or input from the client. However, the client is welcome to contact us for an update on progress at any time.

#### **FINANCIAL**

##### *Fees*

Fees are charged in the manner in which they are determined and are set out in our fee estimate, enclosed with the engagement letter. If a fixed fee, we will charge this for the agreed scope of our services. In setting this fee, we have taken into account the expected amount of work involved and our standard hourly rate.

If any extra work is required involving additional fees, we will advise you of the reasons why, and obtain your written approval, before doing any extra work. Work which falls outside that scope will be charged on hourly rate basis.

Where fees are calculated on hourly basis, the hourly rates are set out in the engagement letter.

Upon signing the Letter of Engagement a non-refundable deposit is payable before work will commence.

##### *Disbursements and expenses*

Disbursements are not part of our fee(s). They are payments made to others or expenses incurred by us on your behalf. Where disbursements are incurred or payments to third parties

are made on behalf of the client during the course of the engagement, those disbursements will be included in our invoice. Payment for such disbursements will invariably be required in advance.

#### *GST*

GST, if any, is payable by the client on fees, disbursements and any other charges.

#### *Invoices*

Interim invoices will be sent to the client on completion of specific tasks as outlined in the payment schedule of the fee estimate, termination of the engagement, when disbursements are due or when significant expenses have been incurred.

#### *Payment*

Invoices are payable within 1 day of the date of the invoice, unless alternative arrangements have been made prior to acceptance of instructions or when otherwise stated.

If the client perceives that there are going to be difficulties paying an account within the due date, the client may contact us immediately to discuss other alternatives.

#### **RECEIPTS**

Receipts will not be issued to the client for their records unless the client pays by cash or requests one. A client will receive a written confirmation, eg. via email, that funds have been received.

#### **CONFLICT OF INTEREST**

We have procedures in place to identify and respond to conflicts of interest. If such a conflict arises the client will be notified.

Unless you specifically agree in writing, we cannot represent you if:

- You have potentially conflicting interests with another client of Ours; or
- We have a potential conflict of interest with you.

#### **LIMITATION**

Any limitations on the extent of our obligations to the client or any limitation or exclusion of liability are set out in our letter of engagement.

#### **TERMINATION**

The engagement will continue until all the Services have been provided unless sooner terminated by agreement.

Either party may terminate the engagement by written notice.

If either You or We terminate this agreement under this clause, we will be entitled to be paid a fair and reasonable fee for the work done by us up till then.

If for any reason we cannot continue to act as your representative, we will take reasonable steps to ensure that your interests are represented.

We will not terminate our services to you unless there is good cause for us to do so. Good cause includes where:

- You breach any of Your obligations to Us; or
- You fail to pay any payment due for a period of 30 days or more; or
- We are unable to carry out Our services because of a change in immigration law or instructions.

#### **REFUND POLICY**

We cannot and will not, refund any fees or disbursements that have already been paid to third parties on Your behalf.

The deposit paid upon signing the Letter of Engagement is non-refundable. Further invoices are sent out when a significant part of work is completed and as work has been completed, the invoice is payable and no refund will be issued, even when the agreement is terminated.

No refund is payable if You have breached Your obligations to Us, or to Immigration New Zealand.

No refund is provided when your application is declined.

#### **CLIENT DOCUMENTATION**

The client authorises us (without further reference to the client) to destroy all files and documents for this matter (other than any documents that we hold in safe custody for the client) 7 years after the engagement ends, or earlier if those files and documents have been converted to electronic format.

#### **AUTHORITY TO ACT**

The client authorises us to act for you in relation to the immigration matter(s) identified in the Letter of Engagement.

#### **INDEPENDENT LEGAL ADVICE**

The client has the right to seek their own legal advice about these terms and conditions and the Letter of Engagement. If the client would like to obtain their own legal advice, please do so before you sign the agreement.

#### **COMPLAINTS**

Complaints by clients are taken seriously. We maintain a procedure for handling complaints to ensure that a complaint is dealt with promptly and fairly.

If You have a complaint about Our services, please refer to the copy of Our internal complaints procedure which has been provided to you, and which set out how you can make a complaint to Us, and the process by which we will respond.

If You are not happy with Our response to Your complaint, and Your complaint is 'eligible' under the Immigration Advisers Licensing Act 2007, as set out at 15.4 below, You may send Your complaint to the Registrar of Immigration Advisers (the Registrar) at the Immigration Advisers Authority (the Authority):

The Registrar of Immigration Advisers  
Immigration Advisers Authority  
52 Symonds Street, Grafton, Auckland  
PO Box 6222, Wellesley Street, Auckland 1141, New Zealand

Your complaint must be made in writing and specify the ground or grounds that form the basis of Your complaint against Us. You can use the Complaint Form provided by the Authority to make a complaint.

#### **ACCEPTANCE OF TERMS**

We will presume that these terms are acceptable unless written notification from the client is received to the contrary.