

STANDARD TERMS OF ENGAGEMENT

1. **Scope of Services**

OPC Ltd undertakes to exercise care and diligence in the performance of this engagement and will carry out its responsibilities in accordance with recognised professional standards. Records of changes in scope, as instructed by the client, will be retained.

2. **Financial**

2.1 **Estimates/Quotes:** Upon request OPC Ltd will provide an estimate (not a quote),-/ and only where it is feasible to do so, depending on the size and scope of the job and the level of detail provided to us about the nature and scope of the job. If an estimate is not requested, we assume the right to invoice for all services requested by the client and expect payment in full in accordance with the stated Terms. Estimates provided typically relate to the work completed up until lodgment of the application with Council, unless stated otherwise; or alternatively if it is a scoping letter request, or other defined scope, until delivery of the defined information. Any works subsequent to that will be charged at our hourly rate plus GST plus disbursements.

2.2 **Fees:** Professional services will be provided at the current hourly charge plus GST plus disbursements. We reserve the right to update our hourly rate at any time and will notify you accordingly. Invoices will be issued showing a description of work carried out and the time taken.

2.3 **Disbursements:** In providing services we may incur disbursements such as mileage, title searches and photocopying costs, or have to make payments to third parties on your behalf. These will be included in our invoice to you when the expense is incurred. The exception is the Council consent lodgment deposit or the Environment Court appeal lodgment fees where we will require payment from you for the appropriate amount, payable to the OPC Council lodgment bank account and we will then transact to the appropriate establishment on your behalf.

2.4 **Interest and Bank Charges:**

- (i) Any account which has not been paid by the due date for payment will incur interest at a rate equivalent to 2% above the rate charged by our bank on unarranged overdrafts from time to time;
- (ii) Where we are required to pay bank fees, charges or commissions because of the way you choose to pay your account (for examples charges due to dishonored cheques or for overseas bank transfers) you will reimburse us for those fees, charges and commissions.

2.5 **GST (if any):** is payable by you on our fees and charges.

2.6 **Invoices:** We will send interim invoices to you, usually monthly and on completion of the matter, or termination of our engagement. We may also send you an invoice when we incur a significant expense.

2.7 **Payment:** Invoices are payable within the terms stated on the invoice with the exception that no applications will be lodged until full payment of costs to date has been received. We can charge interest on any amount which is more than 7 days overdue unless a satisfactory payment arrangement has been agreed with us prior to the due date. Interest will be calculated on any overdue sums as outlined in 2.4(i) above.

2.8 **Outstanding Invoices:** Any invoices remaining outstanding after 3 months where no satisfactory arrangement has been made for payment, will be referred to a debt collection agency without further notice. Debt collection and litigation costs are borne by you the debtor.

2.9 **Third Parties:** Where you may expect to be reimbursed by a third party for our fees and expenses, and although our invoices may at your request or with your approval be directed to a third party, nevertheless you remain responsible for payment to us if the third party fails to pay us.

3. General

3.1 These Terms apply to any current engagement and also to any future engagement whether or not we send you another copy of them.

3.2 If you have been sent the Terms of Engagement and respond back to OPC Ltd via email or phone requesting we progress the works then it will be deemed that is acceptance of our Terms of Engagement, whether you have specifically stated you accept them or not. The same applies to payment of any invoice. This will be deemed acceptance of our Terms of Engagement.

3.3 We are entitled to change these Terms from time to time, in which case we will send you amended Terms.

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