

PACIFIC PARTNERS LAWYERS

INTERNATIONAL LAWYERS

Client Agreement and Schedule of Costs

Pacific Partners Lawyers (PPA/we/us) is pleased to offer the following services to:

..... (Client/ you)

Of.....

Phone/s.....Email/s.....

The terms and conditions of this agreement are as follows. Mark Fleming is the lawyer that will have oversight and care of your matter, however we will use other suitably qualified persons to assist:

1. The services to be performed under this retainer by PPA (the services) are:.....
2. The price for the services is as per our **schedule** (which you can download from our website www.pplaw.org) plus any other extra costs (such as travel, international communication/s, agent fees, government fees, etc) incurred not covered under the schedule, plus VAT of 15% if applicable. We will commence work after we have received in full the money payable as per the schedule as we advise you, into our **nominated accounts**. You authorise us to pay to our general account from trust professional fees payable and reimburse/pay for outlays/disbursements. Late payments will incur 15% p.a interest (calculated daily). We have a lien over your documents while there is money owing to us.
3. This retainer may be terminated by PPA without notice upon any of the following occurrences happening:
 - a. You failing to pay any account for the services.
 - b. You failing to provide adequate instructions to PPA.
 - c. If you give PPA instructions that are deliberately false or intentionally misleading.
 - d. If you fail to accept advice we give you.
 - e. If we, on reasonable grounds, believe that we may have a conflict of interest.
 - f. If you ask us to act unethically or unlawfully.
 - g. For any other just cause.
4. You the client:
 - a. Must provide PPA with timely, accurate and proper instructions, all documents requested by us and take reasonable care to protect your own interests in respect to the matters the subject of this agreement;
 - b. Must satisfy yourself as to the commercial viability of the services provided by us, and if needed obtain independent legal and financial advice;
 - c. As allowable at law, you will not hold us liable for any damages, losses, or costs suffered for any reason whatsoever incidental to or in connection with the services, and further you will indemnify us for all damages, losses or costs suffered by any other person and/or you for any reason whatsoever incidental to or in connection with the services, and this agreement is a bar to all such actions;
 - d. Where you have defaulted in payment to us, must pay all our costs whatsoever, on an indemnity basis incidental to obtaining payment from you.
5. This document is an offer from PPA to you to enter into an agreement with you. If you accept this offer you have entered into an agreement and accepted our charges as stated on the **schedule** that you warrant you have downloaded and/or received and read. Acceptance may be by any one of the following ways:
 - a. Signing and returning a copy of this document; or
 - b. Giving us instructions after receiving this document, personally, electronically or from our website; or
 - c. Contacting us and advising of your acceptance verbally or in writing.
6. Any delay or omission of exercising any right we may have under this agreement shall not be deemed a waiver of any rights we may have.
7. The laws of Vanuatu (Excluding French) will apply to the agreement.

Executed by the client/s thisday of2021 confirming acceptance of the terms and conditions herein, or in the case of a corporation by its duly appointed representative who confirms he/she has authority to sign.

Signed by (name)..... Signed by (name).....