

Terms of Engagement | 参与条款

What are these terms of engagement?

These terms of engagement (Terms) set out the basis of our professional relationship with you, in accepting and actioning your instructions.

什么是参与条款?

这些参与条款(条款)规定了基于我们与您所建立的专业关系、接受并执行您的指示。

When do these Terms apply?

These Terms apply whenever you instruct us to act for you, or use our services, unless we agree (in writing) to vary them.

何时适用这些条款?

每当您指示我们为您行事或使用我们的服务时,这些条款均适用,除非我们(书面)同意更改这些条款。如果这些条款的中英文版本有任何差异,以英文版本为准。

What is our role in acting for you?

Our role is to provide you with the legal services we agree on, unless a conflict of interest or other factors prevent us from providing the legal services to you.

We will use due care and skill. We will act in accordance with your instructions, subject to any ethical or legal duties.

Nobody except you may rely on our advice to you without our written consent.

我们为您扮演什么角色?

我们的职责是向您提供我们所同意提供的法律服务,除非有利益冲突或其他因素阻止我们向您提供法律服务。

我们将会使用应有的谨慎和技巧。我们将按照您的指示行事,并遵守任何道德或法律义务。

未经我们书面同意,除您之外的任何人都不得依赖我们向您提供的建议。

Who will work with you?

We will usually ask you to nominate the partner responsible for each matter to work with you. That person will then involve other partners and staff to assist on your matter, as appropriate.

谁会与您一起工作?

我们通常会要求您所指定负责每项事务的合作伙伴与您合作。然后,该人将酌情邀请其他合作伙伴和员工协助处理您的事宜。

How are our fees calculated?

Our fees are calculated taking into account the time we spend on a matter, charged at our hourly rates, and adjusted where appropriate to reflect other factors permitted by the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008 (Conduct Rules).

These factors may include the specialised knowledge and responsibility required, the importance of the matter, the urgency and circumstances in which we carry out your instructions, and the results achieved. We typically review and change our rates at the beginning of each year.

We will give you a fee estimate on request. This will be a guide only, and not a fixed quote. We will also, on request, periodically advise you of the level of fees incurred or inform you when fees reach a specified level.

我们的收费是如何计算的?

我们的费用是根据我们在某件事上所花费的时间进行计算,按小时费率收取,并在适当的情况下进行调整,以反映《2008年律师和产权转让法案》(律师:行为和客户服务)规则(行为规则)允许的其他因素。

这些因素可能包括所需的专业知识和责任、事情的重要性、我们执行您的指示的紧迫性和情况以及所取得的结果。我们通常会在每年年初审查和更改我们的费率。

我们将根据要求为您提供费用估算。这仅供参考,并非固定报价。我们还将根据要求定期向您提供所产生费用水平的建议,或在费用达到指定水平时通知您。

What other charges will be payable?

We charge for service delivery expenses and disbursements we incur on your behalf. Service delivery expenses include document production and communications and are charged at a flat rate of NZ\$50 or 2.5% of our fee, whichever is greater.

Disbursements include out-of-pocket expenses such as travel and accommodation costs, registration and filing costs, court charges, and the fees of any agents, experts, and other professionals we appoint. These are charged at the amount charged to us.

We may charge a monthly storage fee if we store large amounts of data for you. This will be discussed with you beforehand.

Where you have asked us to instruct counsel from outside our firm, then you must, on demand, pay us the fees for which that counsel bills us.

If we hold funds on interest-bearing deposit in our trust account on your behalf, we may charge an administration fee. That fee will be 5% of the gross interest earned while these funds are in our trust account.

We will also charge goods and services tax (GST) at the rate required by law. Unless we indicate otherwise, our stated rates and any estimates of costs do not include GST.

还有哪些费用需要支付？

我们会收取为您的服务而支出的费用和垫付的费用。服务费包括文件制作和通信费用，这些费用统一收费为 50 新西兰元或我们总费用的 2.5%，以较高者为准。

支出还包括自付费用，例如差旅费和住宿费、登记和备案费、法庭费用以及我们指定的任何代理人、专家和其他专业人员的费用。这些费用按我们所支出的金额收取。

如果我们为您存储大量数据，我们可能还会收取每月存储费。这些费用我们会提前与您讨论。

如果您要求我们从我们公司之外聘用律师，那么您必须根据要求向我们支付该律师向我们收取的费用。

如果您在我们的信托账户中持有计息存款资金，我们可能会收取管理费。该费用将是这些资金存入我们的信托账户时所赚取的总利息的 5%。

我们还将按照法律规定的税率收取商品及服务税 (GST)。除非我们另有说明，否则我们规定的费率和任何成本估算均不包括商品及服务税。

When will our fees and charges be payable?

Our general practice is to send interim invoices on a regular basis, usually monthly. We will also send an invoice on completion of each matter. Our invoices are payable on receipt.

If our invoice is not paid promptly, we have the right to:

- deduct any amount outstanding from any money we are holding on your behalf;
- not do any further work for you;
- retain your papers and files, and other property belonging to you that is in our possession; and
- charge interest at Westpac New Zealand's Indicator Lending Rate (or any rate Westpac substitutes for it) on any amount outstanding one month after the date of the invoice. This interest accrues on the outstanding balance until the amount outstanding has been paid in full, and is payable on demand.

You must pay us when our invoice is due, whether or not you expect somebody else to reimburse you for our fees and/or charges (and whether or not you receive that reimbursement).

什么时候需要支付费用？

我们的一般做法是定期（通常每月）发送阶段性发票。我们还将完成每件事之后发送发票。您应在收到发票后付款。

如果我们的发票未及时支付，我们有权：

- 从我们代您所持有的任何资金中扣除任何尚未偿付金额；
- 不再为您做任何进一步的工作；
- 扣压您的文件和档案，以及我们所掌握的属于您的其他财产；和
- 在发票日期一个月后，按照西太平洋银行新西兰的指标贷款利率（或西太平洋银行替代的任何利率）对任何尚未偿付金额收取利息。该利息根据未清余额累计，直至未清金额全部按要求支付。

无论您是否希望其他人为您去支付我们的费用和/或收费（以及无论您是否收到该报销），您都必须在我们的发票到期时向我们付款。

Do we ask for security?

We may ask you to provide security for expected fees and disbursements before we agree to or continue to act for you. This may involve payment in advance, collateral, or a personal guarantee from an acceptable creditworthy guarantor.

Advanced payments will be held in our trust account. We have authority to draw on those funds to pay any charges, fees and disbursements on delivery of an invoice to you. We will send you a statement showing how the funds have been applied. If fees amount to less than your upfront payment, the remainder will be returned to you.

我们是否要求提供担保？

在我们同意或继续为您服务之前，我们可能会要求您为预期的费用和支出提供担保。这可能涉及预付款、抵押品或来自可接受的信誉良好的担保人的个人担保。

预付款将被存入我们的信托账户。我们有权在向您交付发票时提取这些资金来支付任何费用、缴费和支出。我们将向您发送一份资金使用情况的报表。如果费用低于您的预付款，余额将退还给您。

Do we require payment in advance?

We may ask you for a payment in advance for amounts we need to pay to third parties on your behalf, or as security for our fees and charges.

We will hold this money in our trust account. It will be used to pay any charges as they are due, and ourselves immediately after sending you our invoice.

We will send you a statement showing how this money has been applied.

我们需要提前付款吗？

我们可能会要求您提前支付我们需要代您向第三方支付的金額，或作为我们费用和收费的担保。

我们将把这笔钱存入我们的信托账户。它将用于支付任何到期费用，并在向您发送发票后支付我们自己。

我们将向您发送一份清单，说明这笔资金的用途。

How will we deal with conflicts of interest?

A legal conflict of interest may arise in a matter on which you have instructed us. We have procedures to deal with issues that arise if the interests of two or more clients conflict.

If a legal conflict does arise, we will contact you as soon as possible. Whether we can continue to act for you in a legal conflict situation will be addressed by us in accordance with the Conduct Rules.

Commercial competitors

Subject to the Conduct Rules:

- we may accept instructions from other clients or potential clients working in the same or competing markets and whose commercial (but not legal) interests conflict with your interests. This may include acting, on a non-exclusive and confidential basis, in a transaction or matter for other clients.
- you consent to us not disclosing to you any information we hold for any other client.

我们如何处理利益冲突？

您指示我们处理的事项可能会产生法律利益冲突。我们有程序来处理两个或多个客户利益冲突时出现的问题。如果确实出现法律冲突，我们将尽快与您联系。在法律冲突情况下我们是否可以继续为您提供服务将由我们根据行为规则来解决。

商业竞争者

遵守行为规则：

- 我们可能接受在相同或竞争市场工作且其商业（但非法律）利益与您的利益相冲突的其他客户或潜在客户的指示。这可能包括在非排他性和保密的基础上参与交易或事务的其他客户。
- 您同意我们不向您透露我们所持有其他客户的任何信息。

What customer checks will be done?

We are required to comply with all laws binding on us in all applicable jurisdictions, including:

- the Anti Money Laundering and Countering Financing of Terrorism Act 2009 (AML/CFT Act);
- the United States Foreign Account Tax Compliance Act, the intergovernmental agreement between the United States and New Zealand relating to it, and relevant provisions of the Tax Administration Act 1994 (together, FATCA); and
- the Common Reporting Standard for the Automatic Exchange of Information in Tax Matters between Participating Jurisdictions (CRS).

We will perform customer due diligence and account monitoring, keep records, and report any unusual or suspicious transactions where required by the AML/CFT Act, FATCA, CRS or any other law.

We may also be required to assist any bank or other entity with whom we transact as your agent, or with whom we deposit money on trust for you, to comply with that entity's legal obligations in any jurisdiction.

We will periodically advise you what information and documents are required for these purposes. These purposes may relate to you, any other relevant person (eg any beneficial owner), the source of funds/wealth, the transaction, the ownership structure, tax identification details, and any other relevant matter. Please provide the information and documents requested promptly. We may retain the information and documents, provide them to a bank or other entity (where applicable) to deal with in accordance with their terms, and disclose them to any law enforcement or regulatory agency or court as required by law.

We or the bank or other entity (as the case may be) may:

- suspend, terminate, or refuse to enter into a business relationship;
- delay, block, or refuse to process a transaction (including by refusing to handle and deposit money on trust for you); and
- report a transaction

without notice to you if:

- the required information or documents are not provided; or
- it is suspected that the business relationship or transaction is unusual, may breach any applicable law, or may otherwise relate to conduct that is illegal or unlawful in any country.

客户检查做什么？

我们必须遵守所有适用司法管辖对我们具有约束力的所有法律，包括：

- 2009年《反洗钱和打击资助恐怖主义法》(AML/CFT法)；
- 美国外国账户税收合规法案，美国和新西兰之间与之相关的政府间协议，以及《1994年税务管理法》(统称FATCA)的相关规定；和
- 参与管辖区之间税务信息自动交换的通用报告标准(CRS)。

我们将根据AML/CFT法案、FATCA、CRS或任何其他法律的要求，进行客户尽职调查和账户监控、保存记录并报告任何异常或可疑交易。

我们作为您的代理人我们还可能需要协助任何银行或其他实体与之进行交易，或为您存入信托资金，遵守该实体在任何司法管辖区的法律义务。

我们将定期告知您这些意向所需的信息和文件。这些意向可能与您、任何其他相关人员(例如任何受益所有人)、资金/财富来源、交易、所有权结构、税务识别详细信息以及任何其他相关事项。请及时提供所要求的信息和文件。我们可能会保留信息和文件，将其提供给银行或其他实体(如适用)按照其条款进行处理，并根据法律要求向任何执法或监管机构或法院披露。

我们或银行或其他实体(视情况而定)可以：

- 暂停、终止或拒绝建立业务关系；
- 延迟、阻止或拒绝处理交易(包括拒绝为您处理和存入信托资金)；和
- 报告交易

如果发生以下情况，恕不另行通知：

- 未提供所需的信息或文件；或者
- 怀疑业务关系或交易不寻常，可能违反任何适用法律，或者可能与在任何国家/地区不合法或不合法的行为有关。

How do we protect your privacy and data?

We will treat all your personal information as confidential. We will not disclose this information unless we are authorised by you, where we must do so by law, or under the Conduct Rules.

Your files will be stored electronically in an on-premises data centre or by third party data management, processing, and storage service providers.

We use electronic document, practice, and client management systems to produce and store your documents and data. We will ensure that any information stored by, or transferred to, other parties is done so in a manner that protects your privacy and confidentiality and complies with all applicable laws.

Our Privacy Policy provides detailed information on what we may do with your personal information, your rights and other information related to the protection of your personal information. You can access our Privacy Policy [here](#).

We may also use your personal information to keep you informed about legal developments, other legal services, or seminars we offer. Please let us know if you do not want your personal information used for this purpose.

我们如何保护您的隐私和数据？

我们将把您的所有个人信息视为机密。除非我们得到您的授权、法律规定或行为准则要求我们必须这样做，否则我们不会披露您的信息。

您的文件将以电子方式存储在本地数据中心或第三方数据管理、处理和存储服务提供商处。

我们使用电子文档、运作、以及客户管理系统制作和存储您的文档和数据。我们将确保由其他方存储或传输给其他方的任何信息都以保护您的隐私和机密性并遵守所有适用法律的方式进行。

我们的隐私政策详细说明了我們可能如何处理您的个人信息、您的权利以及与您保护您个人信息相关的其他信息。您可以在[此处](#)访问我们的隐私政策。

我们还可能使用您的个人信息向您通报法律发展、其他法律服务或我们提供的研讨会。如果您不希望您的个人信息用于此目的，请告知我们。

How will we use and store your personal information?

We will treat all your personal information as confidential.

Our Privacy Policy details what we may do with your personal information, your rights and other information related to the protection of your personal information.

You may review our Privacy Policy [here](#).

We may also use your personal information to keep you informed about legal developments, other legal services, or seminars we offer.

Please let us know if you do not want your personal information used for this purpose.

The records relating to your matter will be stored electronically in an on-premises data centre or by 3rd party data management, processing and storage service providers.

我们如何使用和保存您的个人信息？

我们会将您的所有个人信息视为机密。

我们的隐私政策详细说明了我們可能如何处理您的个人信息、您的权利以及与您保护您的个人信息相关的其他信息。

您可以在[此处](#)查看我们的隐私政策。

我们可能使用您的个人信息让您了解法律发展、其他法律服务或我们提供的研讨会。

如果您不希望您的个人信息用于此目的，请告知我们。

与您的问题相关的记录将以电子方式存储在本地数据中心或由第三方数据管理、处理和存储服务提供商存储。

How do we treat email communications?

Our incoming email messages are scanned for content and viruses and are cleared by our email security system. On rare occasions, a legitimate email may be deleted before its intended recipient at our firm reads it.

Emails are not always secure or may have defects, such as viruses. We do not accept responsibility (and will not be liable) for any damage or loss caused by an email that is intercepted or that has a defect.

我们如何对待电子邮件通信？

我们收到的电子邮件会进行内容和病毒扫描，并由我们的电子邮件安全系统进行有害清除。在极少数情况下，合法电子邮件可能会在我们公司的预期收件人阅读之前被删除。

电子邮件并不总是安全的，或者可能存在缺陷，例如病毒。对于因电子邮件被拦截或存在缺陷而造成的任何损坏或损失，我们不承担任何责任（并且不会承担任何责任）。

What happens if we rely on external information and public records?

We often obtain and rely on external information (eg from your accountant) or public records (eg from a government agency or registry) to carry out your instructions.

This information may not always be accurate, complete, or up-to-date. We do not accept responsibility to investigate or verify external information or public records and will not be liable for any damage or loss caused by errors or omissions in them.

如果我们依赖外部信息和公共记录会发生什么？

我们经常获取并依赖外部信息（例如来自您的会计师）或公共记录（例如来自政府机构或登记处）来执行您的指示。

这些信息可能并不总是准确、完整、或最新的。我们不承担调查或核实外部信息或公共记录的责任，并将对因错误或遗漏而造成的任何损坏或损失不承担任何责任。

What happens if we receive residential land sale proceeds on your behalf?

If you sell residential land and we receive the sale proceeds on your behalf, we may be legally required to withhold residential land withholding tax (RLWT) from the proceeds.

This will apply if, under the Income Tax Act 2007:

- you are an “offshore RLWT person”;
- the land is “residential land” in New Zealand; and
- you sell the land within an applicable “bright-line” period.

In this event, we must remit the RLWT to the Inland Revenue Department (IRD). We will account to you for the net sale proceeds only, after withholding RLWT and any other amounts we are permitted to deduct (including our fees).

You must provide us with all the information we need to determine whether you are liable for RLWT and (if so) for how much. This includes both the information the Tax Administration Act 1994 requires you to provide and any other information we reasonably request. If you do not give us all this information, we may assume that RLWT applies and withhold it.

We have no liability to you for or in relation to any amount we withhold and remit to IRD as RLWT.

如果我们代您收到住宅土地出售收益, 会发生什么?

如果您出售住宅用地并且我们代您收到销售收益, 我们可能会被法律要求从收益中扣除住宅用地预扣税 (RLWT)。

根据《2007 年所得税法》, 这将适用于以下情况:

- 您是“离岸 RLWT 人士”;
- 该土地在新西兰是“住宅用地”; 和
- 您在适用的“明确”期限内出售土地。

在这种情况下, 我们必须将 RLWT 汇给税务局 (IRD)。在预扣 RLWT 和我们允许扣除的任何其他金额 (包括我们的费用) 后, 我们将仅向您计算净销售收益。

您必须向我们提供我们需要的所有信息, 以确定您是否需要承担 RLWT 以及 (如果需要) 承担多少责任。这包括以下信息 1994 年税务管理法要求您提供我们合理要求的任何其他信息。如果您不向我们提供所有这些信息, 我们可能会假设 RLWT 适用并扣除。

对于我们扣除并作为 RLWT 汇给 IRD 的任何金额, 我们不承担任何责任。

How does our engagement end?

You may end our engagement by written notice to us. You must pay our fees for work done and for other charges we incur up to the end of our engagement.

We may end our engagement on reasonable notice to you. Our right to end our engagement may be subject to some restrictions set out in the Conduct Rules.

If we end our engagement, we will bill you for all outstanding fees and other charges, up to the time of termination.

我们的参与如何结束?

您可以通过向我们发出书面通知来终止我们的合作关系。您必须支付我们已完成工作的费用以及我们在合作结束前产生的其他费用。

我们可能会在合理通知您的情况下结束我们的合作。我们终止合作的权利可能会受到行为规则中规定的一些限制。

如果我们终止合作, 我们将向您收取截至终止时的所有未付费用和其他费用。

What do we do with your file and documents?

If you require, we will send all documents to you at the end of the matter. We will retain a digital copy of your file for the minimum period required by law.

我们如何处理您的文件?

如果您需要, 我们将在事情结束时将所有文件发送给您。我们将在法律要求的最短期限内保留您的文件数字副本。

Is there a time limit for any claim against us?

Any claim you have against us must be filed within two years after the *date of the act or omission on which the claim is based*. Otherwise, the claim cannot be filed and we will have no liability for that act or omission or for its consequences (to the extent permitted by law).

In these Terms, “claim” and “the date of the act or omission on which the claim is based” have the same meanings as in the Limitation Act 2010.

This time limit overrides the time periods under that Act, and applies regardless of when any fact relevant to the claim was first discovered or able to be discovered.

针对我们提出的任何索赔有时间限制吗?

您对我们提出的任何索赔必须在索赔所针对的作为或遗漏之日起两年内提出。否则, 无法提出索赔, 我们对该行为或遗漏或其后果不承担任何责任 (在法律允许的范围内)。

在这些条款中, “索赔”和“索赔所依据的作为或遗漏的日期”与 2010 年时效法中的含义相同。

该时限优先于该法案规定的期限, 并且无论与索赔相关的任何事实何时首次发现或能够被发现, 均适用。

Is our liability capped?

To the extent permitted by law, our aggregate liability to you (whether in contract, equity, tort, statute, or otherwise) arising out of your engagement of us on a matter (or any series of related matters) will not exceed:

- the amount available to be paid out under any relevant insurance held by us, up to a maximum of NZ\$10,000,000 (including interest and costs); or
- in any other case, the greater of:
 - NZ\$2,000,000; or
 - five times the amount of our applicable fee (excluding our office services charge, disbursements, and GST), up to a maximum of NZ\$5,000,000 (including interest and costs).

If one or more of the above limits of liability is ineffective or unenforceable for any reason, the other limits of liability will still be effective.

If we provide services to any persons or entities related to or associated with you on a matter (or series of related matters) on which you engage us, then our total liability to you and all those persons and entities in respect of that matter (or matters) will be subject to this limitation on liability. You will need to ensure that those persons and entities agree to this.

You may not recover from us in contract, equity or tort, under statute or otherwise, any amount with respect to any loss of profit, data or goodwill, or any indirect or consequential costs, loss or damage in connection with claims arising out of these Terms or otherwise relating to the services provided. This applies to the extent permitted by law, and whether or not the likelihood of such loss or damage was contemplated.

我们的责任是否有上限?

在法律允许的范围内, 我们因您与我们就某一事项 (或任何一系列相关事项) 进行的合作而对您所承担的总责任 (无论是合同、衡平法、侵权行为、法令还是其他形式) 将不超过:

- 我们持有的任何相关保险项下可支付的金额, 最高可达 10,000,000 新西兰元 (包括利息和费用); 或者
- 在任何其他情况下, 取较大者:
 - 2,000,000 新西兰元; 或者
 - 我们适用费用的五倍 (不包括我们的办公服务费、支出和商品及服务税), 最高可达 5,000,000 新西兰元 (包括利息和费用)。

如果上述一项或多项责任限制因任何原因无效或无法执行, 其他责任限制仍然有效。如果我们就您与我们合作处理的

某件事(或一系列相关事项)向相关的任何个人或实体提供服务,则我们就该事项对您和所有这些个人和实体承担全部责任(或事项)将受此责任限制的约束。您需要确保这些个人和实体同意这一点。

您可能得不到通过合同、衡平法或侵权行为、法令或其他方式向我们追偿与任何利润、数据或商誉损失有关的任何金额,或与由此产生的索赔有关的任何间接或后果性成本、损失或损害。与所提供的服务相关的条款或其他内容。这适用于法律允许的范围,无论是否考虑到此类损失或损害的可能性。

How is liability apportioned?

If you claim compensation, damages or contribution from us for loss or damage arising from acts or defaults (including negligence) on our part and some or all of that loss or damage was due to or contributed to by:

- your own acts or defaults or by the acts or defaults of other persons for whose actions or defaults you are responsible; or
- the acts or defaults of one or more other persons, not being partners, employees or agents for whose conduct we are responsible,

then our liability to you will be several and not joint with these other persons. We will be liable only for that proportion of the loss or damage which our acts or defaults bear relative to the totality of the conduct of all persons causing or contributing to the loss or damage. This applies to the extent permitted by law.

责任如何分配?

如果您要求我们对我们的行为或过失(包括疏忽)导致的损失或损害向我们索赔、赔偿或贡献,并且这些损失或损害的部分或全部是由于或由以下原因造成的:

- 您自己的行为或违约行为,或者您应对其行为或违约行为负责的其他人的行为或违约行为;或者
- 一名或多名其他人的行为或违约行为,但我们不对其行为负责的合作伙伴、雇员或代理人,

那么我们对您的责任将是单独的,而不是与这些其他人共同承担的。我们仅对我们的行为或违约所造成的损失或损害相对造成或促成该损失或损害的所有人行为总体的比例承担责任。这在法律允许的范围适用。

Do the Fair Trading Act 1986 and Consumer Guarantees Act 1993 apply?

If and to the extent you acquire our services in trade, for the purposes of section 5D of the Fair Trading Act 1986 and section 43 of the Consumer Guarantees Act 1993, you and we agree to the extent permitted by law that:

- you and we are all in trade;
- sections 9, 12A, 13 and 14(1) of the Fair Trading Act 1986 and the provisions of the Consumer Guarantees Act 1993 do not apply in relation to these Terms or as between you and us; and
- it is fair and reasonable to exclude their application.

Nothing in these Terms modifies or negates your rights or remedies in the Fair Trading Act 1986 or Consumer Guarantees Act 1993 if you have not acquired our services in trade.

《1986年公平交易法》和《1993年消费者保障法》是否适用?

如果您在贸易中获得我们的服务,则根据《1986年公平交易法》第5D条和《1993年消费者保障法》第43条的规定,您和我们同意在法律允许的范围内:

- 您和我们进行贸易;
- 1986年《公平交易法》第9、12A、13和14(1)条以及1993年《消费者保障法》的规定不适用于这些条款或您与我们之间;和
- 排除其申请是公平合理的。

如果您尚未在贸易中获得我们的服务,这些条款中的任何内容均不会修改或否定在《1986年公平交易法》或《1993年消费者保障法》中的权利或补救措施。

What happens if these Terms are updated?

Our standard Terms are updated from time to time and are available to be looked at on our website. Unless expressly agreed with you in writing, our updated Terms will apply from the date we publish the updated Terms on our website (with respect to any work performed after the date of publication).

如果这些条款更新,会发生什么?

我们的标准条款会不时更新,并且可以在我们的网站上查看。除非您以书面形式明确同意,否则自我们在网站上发布更新后的条款之日起我们更新的条款将适用(对于发布之日之后执行的任何工作)。

Are these Terms severable?

Any provision of these Terms which is illegal, void or unenforceable is only ineffective to the extent of that illegality, voidness or unenforceability. The remaining provisions remain valid.

这些条款可以分割吗?

本条款中任何非法、无效或不可执行的规定仅在其非法、无效或不可执行的范围内无效。其余条款仍然有效。

What law governs these Terms, and which courts can hear disputes?

These Terms, and any other agreement we have with you, are governed by New Zealand law.

The New Zealand courts have non-exclusive jurisdiction to hear and determine all disputes and issues arising under any of these Terms and any other agreement we have with you.

这些条款受哪些法律管辖?哪些法院可以审理争议?

这些条款以及我们与您所达成的任何其他协议均受新西兰法律管辖。

新西兰法院有非专属管辖权来审理和裁决根据这些条款以及我们与您所达成的任何其他协议引起的所有争议和问题。

Who is bound by these Terms?

These Terms, and any other agreement we have with you, are binding on you and any successor to your rights and obligations.

You may not assign or transfer any rights or obligations under these Terms or any other agreement we have with you.

谁受这些条款的约束?

这些条款以及我们与您所达成的任何其他协议对任何继承您的权利和义务的人具有约束力。

不得指定或转让本条款或我们与您所签订的任何其他协议项下的任何权利或义务。

Who can you contact with questions?

We encourage you to contact us if you have any comments or questions about these Terms or any related matters. Please contact the partner you usually deal with, or our Quality Manager, at:

Email: feedback@simpsongrierson.com

Telephone: +64 9 358 2222 or +64 4 499 4599 or +64 3 365 9914

Mail: **Auckland:**
Private Bag 92518,
Auckland 1141, New Zealand

Wellington:
PO Box 2402,
Wellington 6140, New Zealand

Christchurch:
PO Box 874,
Christchurch 8140, New Zealand

如有问题您可以联系谁?

如果您对这些条款或任何相关事项有任何意见或疑问, 我们建议您与我们联系。请联系与您经常打交道的合作伙伴或我们的经理, 地址为:

Email: feedback@simpsongrierson.com

Telephone: +64 9 358 2222 or +64 4 499 4599 or +64 3 365 9914

Mail: **Auckland:**
Private Bag 92518,
Auckland 1141, New Zealand

Wellington:
PO Box 2402,
Wellington 6140, New Zealand

Christchurch:
PO Box 874,
Christchurch 8140, New Zealand

Auckland

Level 27, 88 Shortland Street
Private Bag 92518
Auckland 1141
New Zealand
+64 9 358 2222

Wellington

Level 5, 40 Bowen Street
PO Box 2402
Wellington 6140
New Zealand
+64 4 499 4599

Christchurch

Level 1, 151 Cambridge Terrace
West End, PO Box 874
Christchurch 8140
New Zealand
+64 3 365 9914