



Terms of Engagement

1. Introduction

- 1.1 We are pleased to act for you and set out below the information required by the New Zealand Law Society's ("Law Society") *Rules of Conduct and Client Care for Lawyers* ("Rules"), and our standard Terms of Engagement ("Terms").
- 1.2 We are entitled to change these Terms from time to time, in which case we will send you our amended Terms. These Terms apply to our current and future services to you except to the extent we agree with you otherwise in writing.
- 1.3 There is no need for you to sign these Terms to accept them. You will be deemed to have accepted these Terms by continuing to instruct us to work for you.

2. Services

- 2.1 We will act for you on all legal matters that properly fall within the scope of your instructions to us. These services are outlined in our engagement letters ("Letter"). It is important you let us know promptly if you would like us to perform any additional services to those detailed in our Letter. The advice we give you is solely for your purposes and may not be relied on by any other person unless we agree to that in writing.

3. Fees

- 3.1 If we have agreed to a fix fee, we will charge this for the agreed work. Work which falls outside that scope will be charged on an hourly rate basis. We will advise you as soon as reasonably practicable if it becomes necessary for us to provide services outside the agreed scope.
- 3.2 Where our fees are calculated on an hourly basis using our hourly charge out rates (outlined in our Letter), time spent is recorded in 6 minute increments, with time rounded up to the next increment of 6 minutes. The time recorded will include (but won't be limited to) any initial meeting or meetings and all ID checks and other enquiries we are obliged to make or consider we should make before we act for you.
- 3.3 In fixing our final fee we are entitled to take into account such matters as the time spent; the skill and knowledge and responsibility; the value of property involved; the complexity, novelty, importance and urgency of the matter; the reasonable costs of running a practice; and the result.
- 3.4 We may require a payment of funds in advance, including prior to any meeting and other additional work required. If this is required, this payment will be held in our Trust Account and allocated against invoices as issued. Any remaining balance of fees and costs for time incurred is required to be paid as per our standard terms of payment.

If required, further prepayment of funds may be required. Once the retainer has been applied to invoices, we may seek further retainer from you. Where a retainer is not held, we require payment for invoices pursuant to our standard payment terms.

Any balance of funds held in trust, after the deduction for the invoices issued for work carried out, are available to the client.

4. Goods and services tax (GST)

- 4.1 GST is payable by you on our fees.

5. Disbursements

- 5.1 In providing services we may incur disbursements or have to make payments to third parties on your behalf. These include, but are not limited to, any outsourcing expense for anti-money laundering and countering financing of terrorism laws. We may require these disbursements to be paid in advance to cover these costs. Alternatively, these will be included in our invoice to you when the expense is incurred.
- 5.2 We may also include an office expense surcharge, which contributes to the company's office system expenditure.

6. Payment by third parties

- 6.1 Although 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.

7. Overdue payments

- 7.1 Where payment is not received as per the payment terms, interest is payable on any overdue amount, calculated at the rate of 12% per annum, apportioned on a daily basis from the day the payment was due through to the day it is received by us in cleared funds. We may also add the costs of recovering or attempting to recover any overdue payment of our fees. This includes all costs on a solicitor/client basis and other costs of recovery and disbursements.

8. Deposit funds

- 8.1 If we are holding significant funds on your behalf we may lodge those funds on interest bearing deposit via our bank. In such case we may charge an administration fee of up to 5% of the gross interest earned to reflect the time and expense of administering your funds.
- 8.2 We may deduct fees as invoiced from funds held on your behalf in our trust account.

9. Limitation of Liability

- 9.1 We confirm that we meet the Law Society's requirements for professional indemnity cover. We will provide you with particulars of the minimum standards upon request.

10. Lawyers Fidelity Fund

- 10.1 If a client suffers pecuniary loss due to theft by his/her solicitors of funds or other valuable property entrusted to them this Fund is available to claim against up to a maximum of \$100,000.00.

11. Communications

- 11.1 We will obtain from you contact details, including email address, postal address and telephone numbers. We may provide documents and other communications to you by email (or other electronic means). You will advise us if any of your contact details change.
- 11.2 You agree that we may provide you from time to time with other information that may be relevant to you, such as newsletters and information bulletins. At any time you may request that this not be sent to you.

12. Client due diligence

- 12.1 We must comply with our obligations under all laws binding on us, including anti-money laundering laws and counter financing of terrorism laws and laws relating to tax reporting and withholding, and common reporting standards.
- 12.2 To do so, we may be required to perform customer due diligence on you, persons acting on your behalf, and other relevant persons such as your beneficial owners or persons who have effective control of you or (for a trust) beneficiaries. This may include information for compliance with applicable law and information for financial institutions.
- 12.3 You authorise us, or an outsourcing agency on our behalf, to collect information about you (including customer due diligence information and credit reports) to obtain, exchange, hold and use such information, and to make any other enquiries we think appropriate to enable us to carry out our obligations under all laws binding on us. We disclose under Rule 5.4.1 that the directors of the firm have or might have an interest in the outsourcing agency that we use to conduct customer due diligence.

13. Client conduct / care rules

- 13.1 When providing legal services to you we must act competently, in a timely way, and in accordance with instructions received and arrangements made; protect and promote your interests and act for you free from compromising influences or loyalties; discuss with you your objectives and how they should best be achieved; provide you with information

about the work to be done; who will do it and the way the services will be provided; charge you a fee that is fair and reasonable and let you know how and when you will be billed; give you clear information and advice; protect your privacy and ensure appropriate confidentiality; treat you fairly, respectfully and without discrimination; keep you informed about the work being done and advise you when it is completed; let you know how to make a complaint and deal with any complaint promptly and fairly.

14. Conflicts of interest

- 14.1 We have procedures in place to identify and respond to conflicts of interest. If a conflict of interest arises we will advise you of this and follow the requirements and procedures set out in the Rules. We disclose under Rule 5.4.1 that the directors of the firm have or might have an interest in the outsourcing agency that we use to conduct customer due diligence.

15. Confidentiality and information retention

- 15.1 We will hold in confidence all information concerning you or your affairs that we acquire during the course of acting for you. We will not disclose any of this information to any other person except:
- (a) To the extent necessary or desirable to enable us to carry out your instructions; or
 - (b) To the extent required by law or by the Rules.
- 15.2 Confidential information concerning you will as far as practicable be made available only to those within our firm who are providing legal services to you.
- 15.3 We will, of course, not disclose to you confidential information which we have in relation to any other client.
- 15.4 You authorise us (without further reference to you) to destroy all files and documents for any matter (other than any documents that we hold in safe custody for you) 7 years after the matter is concluded.
- 15.5 All original documents will be released to you upon completion of a matter unless we specifically notify you that we will retain an original document on your behalf in our safe custody.

16. Termination

- 16.1 Where you give us any instruction and we rely on that instruction, you may not revoke that instruction. Otherwise, you may, by giving us notice, terminate our engagement at any time on any file. We may also, by giving you reasonable notice, terminate our engagement at any time.
- 16.2 If our engagement is terminated, you must pay to us all fees, disbursements and office expenses incurred to the date of termination.

17. Feedback and complaints

- 17.1 We value feedback, positive or negative. Please do not hesitate to contact us if you have any comments or questions about these Terms or any related matters. Please send your feedback or make a formal complaint to the Responsible Person (Director) of your file.
- 17.2 If you are not satisfied with the way we have handled your complaint, the Law Society has a complaints service to which you may refer the issue. You can call the Law Society on 0800 261 801 for guidance, to lodge a concern or to make a formal complaint.