

Terms of Engagement

These terms apply to all services including subsequent services carried out by us for you.

1. Confidentiality

We will keep confidential all information concerning you or your affairs which we acquire while acting for you. We will not disclose any of this information except:

- as authorised by you;
- as required by law or the New Zealand Law Society's Rules of Conduct and Client Care for Lawyers; or
- as required by the Foreign Account Tax Compliance Act (FATCA) and the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (AML/CFT).

2. Fees and Billing

Our fees will be fair and reasonable based on a combination of factors including time, skill, specialisation, urgency and complexity. We are happy to provide an estimate of fees and disbursements at any time upon request. We will send interim invoices to you, at least monthly, and on completion of the matter, or termination of our engagement.

3. Disbursements

In providing services we may incur disbursements, which are payments we make to third parties on your behalf. These will be included in our invoice to you and itemised as disbursements. We may require an advance payment for any which we will be incurring on your behalf.

4. Payment

Except where funds are authorised to be taken by deduction (see clause 6), invoices are payable within 7 days of the date of the invoice, unless alternative arrangements have been made with us.

5. Trust Account

We will maintain a trust account for all funds we receive from you. If we are holding significant funds for you, we will, at our discretion, place them on interest bearing deposit for your benefit.

6. Security and Authority to Deduct

We may ask you to pre-pay amounts to us, or to provide security for our fees and disbursements. You authorise us to deduct from any funds held on your behalf in our trust account any fees and disbursements for which we have provided an invoice.

7. Third Parties

Although you may expect to be reimbursed by a third party for our fees and disbursements, 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.

8. Professional Indemnity Insurance

We hold professional indemnity insurance that meets or exceeds the minimum standards specified by the New Zealand Law Society. We will provide you with particulars of the minimum standards upon request.

9. Limitations on our Liability

To the extent allowed by law, our aggregate liability to you in connection with our services is limited to the amount available to be payable under the Professional Indemnity Insurance held by the firm.

10. Lawyers Fidelity Fund

The New Zealand Law Society maintains the Lawyers Fidelity Fund for the purposes of

providing clients of lawyers with protection against pecuniary loss arising from theft by lawyers. The maximum amount payable by the Fidelity Fund by way of compensation to an individual claimant is limited to \$100,000. Except in certain circumstances specified in the Lawyers & Conveyancers Act 2006 the Fidelity Fund does not cover a client for any loss relating to money that a lawyer is instructed to invest on behalf of the client.

11. Complaints

We maintain a procedure for handling any complaints by clients, designed to ensure that a complaint is dealt with promptly and fairly. If you have a complaint about our services or charges, you may refer your complaint to the person in our firm who has overall responsibility for your work or to any director of the firm. The New Zealand Law Society also maintains a complaints service and you are able to make a written complaint to that service.

12. Persons responsible for the work

The names and status of the person or persons who will have the general and/or overall responsibility for the services we provide for you shall be advised to you when we are engaged by you to perform services.

13. Conflicts of Interest

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 New Zealand Law Society's Rules of Conduct and Client Care for Lawyers.

14. Termination

You may terminate our retainer at any time. We may terminate our retainer in any of the circumstances set out in the New Zealand Law Society's Rules of Conduct and Client Care for Lawyers. If our retainer is terminated, you must pay us all fees due up to the date of termination and all expenses incurred up to that date.

15. Retention of Files

You agree that we may convert your file into an electronic format. You authorise us (without further reference to you) to destroy all files and documents for this matter (other than any documents that we hold in safe custody for you) 7 years after our engagement ends, or earlier if we have converted those files and documents to an electronic format.

16. Client Care and Service

Whatever legal services we provide to you, we are required to:

- 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.

The obligations lawyers owe to clients are described in the New Zealand Law Society's Rules of Conduct and Client Care for Lawyers. Those obligations are subject to other overriding duties, including duties to the Courts and to the justice system.

If you have any questions, please visit www.lawsociety.org.nz or call 0800 261 801.

Client Name(s):	Client Signature(s):	Date:
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