

TERMS OF ENGAGEMENT INFORMATION

1. We are pleased to be acting on your behalf.

Client Care Commitment

2. We are committed to doing our best to ensure that your needs are met in this matter. We will:
 - (a) Protect and promote your interests;
 - (b) Discuss with you your objectives and how they should be achieved;
 - (c) Act competently, in a timely way, and in accordance with instructions received and arrangements made;
 - (d) Provide you with information about the work to be done, who will do it and the way the services will be provided;
 - (e) Protect your privacy and confidentiality;
 - (f) Treat you fairly, respectfully and without discrimination;
 - (g) Give you clear information and advice;
 - (h) Keep you informed about the work being done and advise you when it is completed;
 - (i) Charge you a fee that is fair and reasonable and let you know how and when you will be billed;
 - (j) Let you know how to make a complaint and deal with any complaint promptly and fairly.

People Responsible for your Work

3. The partners at Collins & May Law are Lloyd Collins and Eugene Collins. They are assisted by solicitors Amy Haste, Simone Seddon, Freya Boyd and Thomas Cutler. We will advise you which partner has overall responsibility for your work and who he is assisted by. Feel free to contact us at any time.

The Basis of our Charges

Set Fees

4. Our fee for attending to certain matters (such as a sale and purchase) will be a standard set fee plus GST and disbursements. For the sale and purchase of a property, the matters included in that fee are outlined in our letter to your reporting on the terms of the contract. Please note that any work outside the scope of that work will be charged on a time basis. We will advise you as soon as possible if it becomes necessary for us to provide services outside the agreed scope and, if requested, give you an estimate of the likely amount of the further costs.

Non Set Fees

5. We only have a set fee in relation to attending to certain matters. In all other respects our fee will be calculated on a time basis. They can also be affected by factors applied by the New Zealand Law Society including time, expertise, importance, urgency and results achieved. Our hourly rates are available to you at your request. We also charge for disbursements such as Court fees, Land Information New Zealand fees, etc. These will be itemised separately.

Legal Aid

6. Legal aid is governed by the Legal Services Act 2011 and the associated regulations. Legal aid is administered through the Ministry of Justice by the Legal Services Commissioner. Our fees in regards to legal aid matters are calculated based on a time basis. The hourly rate chargeable is that determined pursuant to the Legal Services Act 2011 and the associated regulations. We also charge for disbursements such as court fees, Land Information New Zealand fees, etc. These will be itemised separately. Fees of any experts involved such as forensic accountants or valuers will also be charged separately and subject to Ministry of Justice approval.

Billing Arrangements

Non Legal Aid Work

7. We issue interim accounts, usually monthly, while work is in progress with a final bill on completion. Invoices are payable within 14 days of the date of the invoice. We may require interest to be paid on any amount which is more than seven days overdue. Interest will be calculated at the rate of 15% per annum.
8. We may also deduct our fees from funds held on your behalf.

Legal Aid Work

9. We will submit invoices in relation to your grant of aid to the Legal Services Commissioner and provide you with copies. The Legal Services Commissioner will write to you about any conditions or payment obligations that you may have in relation

to the grant of legal aid and your rights as an applicant or recipient of legal aid. You should be aware at this time that legal aid is not always free. You should read these letters carefully and keep them for later reference.

10. You must let the Legal Services Commissioner know if there are any changes in you and your partner's contact details, employment status, family circumstances or financial detail.

Professional Indemnity Insurance and Fidelity Fund

11. We hold Professional Indemnity Insurance that meets or exceeds the standards specified by the Law Society. The Lawyers Fidelity Fund also provides a limited form of cover up to specified maximums in certain circumstances, generally excluding investment moneys.

Complaints

12. If you have any concerns or complaints that you prefer not to raise with the partner named above please contact Lloyd Collins, our senior partner. We are committed to resolving any issues as soon as possible.
13. You can also contact the New Zealand Law Society Lawyers Complaints Service at 26 Waring Taylor Street, PO Box 5041, Wellington 6145. The telephone number is (04) 472 7838 or 0800 261 801, fax number (04) 473 7909.

Conclusion

14. We value your instructions in this matter and look forward to their successful completion. We also look forward to an ongoing relationship with you so please retain this letter as the core basis of our relationship and our commitment to you to attend to your affairs diligently, with an efficient, effective and professional service.