

TERMS OF ENGAGEMENT INFORMATION

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

Anti-Money Laundering & Countering Financing of Terrorism Requirements

2. **In accordance with the Anti-Money Laundering and Countering Financing of Terrorism Act 2009, we cannot carry out any work on your file until we receive:**
 - (a) **Proof of identification;**
 - (b) **Proof of address.**
3. **Please find attached a Customer Due Diligence form to complete together with acceptable forms of ID and proof of address. Please bring your completed form together with your original ID and proof of address to our office or provide dated certified copies by email as soon as possible.**
4. **If you have already provided us with this information previously, we do not require this again unless they have expired or your circumstances have changed.**

Client Care Commitment

5. 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.

The obligations we owe to our clients are described in the Rules of Conduct and Client Care for Lawyers. Those obligations are subject to other overriding duties, including duties to the Courts and the Justice system. If you have any questions, please contact us on (04) 5665 775 or the Law Society on 0800 261 801 or lawsociety.org.nz.

People Responsible for your Work

6. A partner with overall responsibility for your work will be assigned. He or she will be assisted by another solicitor. Feel free to contact either of us at any time.

The Basis of our Charges

OPTION

7. The fee for the matter will be quoted inclusive of GST and disbursements. For the sale and purchase of a property, the matters included in that fee are outlined in our letter to you reporting on the terms of the contract. Please note that any work outside of 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.

OR

Our fees are calculated based 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.

8. While fees remain outstanding we will retain ownership of your file and all original documents. These may be released to you only when your account is brought up to date.

Billing Arrangements

9. We issue interim accounts, usually monthly, while work is in progress with a final bill on completion. Where our services are terminated you must us all fees due up to the date of termination and all expenses incurred up to that date. 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.
10. We may also deduct our fees from funds held on your behalf.

Interest Bearing Deposit

11. There may be some circumstances where you would like us to hold funds on interest bearing deposit on your behalf.
12. New Zealand is one of many countries that supports the exchange of information between the Inland Revenue and Tax Authorities of other countries. What this means is before an

account can be opened in your or the entity's name, you must complete a Tax Residency Self-Certification form.

13. These forms are available upon request. If you will be requesting us to hold funds on interest bearing deposit on your behalf, please let us know as soon as possible so we can provide you with a form for completion. We will not be holding funds on interest bearing deposit until the form has been completed and returned.

Holding Documents Electronically

14. We are now storing the vast majority of documents electronically. The original documents we will hold on your behalf are wills, codicils, powers of attorney and court documents. Any other original documents we are holding on your behalf will be sent to you. Please keep these in a safe place in case certified copies are requested in future for example by your bank.

General

15. These terms of engagement apply to any current and also any future engagement whether or not we send to you another copy of this letter.
16. We are entitled to change these terms from time to time, in which case we will send to you amended terms of engagement letter.

Professional Indemnity Insurance and Fidelity Fund

17. 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

18. 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.
19. 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

20. 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.