

TERMS OF ENGAGEMENT INFORMATION

1. Collins & May Law Limited trading as Collins & May Law are acting on your behalf.

Anti-Money Laundering and 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; and**
 - (b) **Proof of address; and**
 - (c) **Advice from you as to your occupations.****If you are supplying us copies of your ID and address, they will need to be certified by a solicitor or JP. See point 5 for electronic verification.**
3. **In certain situations, we may require further information beyond the abovementioned. If we request further information at any stage, then please note we cannot carry out any work on your file until we receive the further information. The person responsible for your work will advise you as soon as possible if further information is required.**
4. **Please find attached our brochure which outlines why we require this information.**
5. **We use a third-party provider, APLYiD, to verify your ID and proof of address electronically. You will receive a text message asking you to complete verification of your ID and proof of address electronically.**
6. **If you are unable to complete the process electronically, then please contact us as soon as possible.**
7. **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.**
8. **There is a fee of \$17.25 per person charged by APLYiD and this will be a disbursement charged to you in addition to our fees outlined below.**

Client Care Commitment

9. 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.
10. 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) 566 5775 or the Law Society on 0800 261 801 or lawsociety.org.nz.

People Responsible for your Work

11. A Director with overall responsibility for your work will be assigned. They will be assisted by another Solicitor or Legal Executive. Feel free to contact either of us at any time.

The Basis of our Charges

SET FEE

12. The fee for this matter will be quoted inclusive of GST and disbursements. Please note that any work outside of the scope of the work included in the brochure 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. Please note that notwithstanding anything to the contrary on our invoice, our fee for conveyancing is payable on the day of settlement. If the agreement does not proceed, our attendances are charged on a time basis. Our invoices are payable within 14 days from issue.

TIME BASIS

13. Our fees are calculated based primarily on a time basis.
14. However, our charges can also be affected by factors such as time, expertise, importance, urgency, and results achieved. We also charge for disbursements such as Court fees, Land Information New Zealand fees, ADLS webforms fees etc. These will be itemised separately.
15. If the file involves litigation, then it is very difficult and sometimes impossible to give an accurate estimate of the costs involved. This is because there are so many variables in the litigation process that affect how much time we might spend on a file. For example, we may spend many hours undertaking research in order to prepare a single letter. There are also matters which we cannot predict such as steps the other party to the litigation may take which will also incur time spent on your file. For litigation files, we bill monthly, and you can review the status of your file at any time.
16. 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.

Independent Legal Advice

17. There may be some circumstances where due to the nature of the transaction you are required to obtain independent legal advice from a solicitor at a different law firm. We may not be able to ascertain this at the outset of your file and will use our best endeavours to advise you of this requirement (for example if a conflict arises) as soon as this becomes apparent. There will be an additional cost for independent legal advice. For an indication of this cost, you will need to contact the solicitor providing you with independent legal advice.

Office Services

18. Our office services are payable in addition to our fee plus GST. Office services fee is an administrative fee covering all administrative attendances on your file including opening your file in our management system, all telephone charges, internet charges, faxes, photocopying, scanning, undertaking title and PPSR searches online, postage, and standard local courier fees (couriers outside of Wellington will be charged in addition to our fee). Our office services covers these administrative attendances at the rate of 5% of our fee plus GST.

Billing Arrangements

19. We issue interim accounts, usually monthly, while work is in progress with a final bill on completion. Where our services are terminated you must pay 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 except for conveyancing which is payable on settlement (except where the agreement does not proceed, or an extended settlement is involved e.g. turnkey contract or new title is to issue). 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.
20. We may also deduct our fees from funds held on your behalf.
21. If your account falls into arrears, we may cease working on your file until the arrears are brought up to date.

Interest Bearing Deposit

22. There may be some circumstances where you would like us to hold funds on interest bearing deposit on your behalf.
23. 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.
24. 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.

Client Information

25. We will keep all client information confidential unless we are required by law to hand over information including for purposes of an audit required by statute in New Zealand.
26. We collect personal information from you, including information about your:
 - (a) Name; and
 - (b) Contact information.
27. We collect your personal information to comply with the requirements of the Anti-Money Laundering and Countering Financing of Terrorism Act 2009.

28. Providing information is optional. If you choose not to provide proof of address and identification documentation, then we cannot carry out services captured under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009.
29. You have the right to ask for a copy of any personal information we hold about you and to ask for it to be corrected if you think it is wrong. If you would like to ask for a copy of your information, or to have it corrected, please contact us at mail@collinsmay.co.nz or 04 566 5775 or PO Box 30614, Lower Hutt, 5040.

Holding Documents Electronically

30. 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

31. 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.
32. 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

33. 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.
34. The Law Society maintains the Lawyers' Fidelity Fund for the purpose of providing clients of lawyers with protection against loss arising from theft by lawyers. The maximum amount to an individual claimant is limited to \$100,000.00. Except in certain circumstances specified in the Lawyers and 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.

Complaints

35. If you have any concerns or complaints that you prefer not to raise with the Solicitor named, please contact Amy Haste, a Director. We are committed to resolving any issues as soon as possible.
36. You can also contact the New Zealand Law Society Lawyers Complaints Service at 17-21 Whitmore Street, PO Box 5041, Wellington 6140. The telephone number is 04 472 7837 or 0800 261 801, email is complaints@lawsociety.org.nz.

Conclusion

37. 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.