

PATIENT & WILLIAMS, BARRISTERS & SOLICITORS

CLIENT TERMS OF ENGAGEMENT

1. Provision of Legal Services

- 1.1. These terms apply to any current engagement and also any future engagement. We may change these terms from time to time, and will publish the latest version on our website. By continuing to engage us, you accept the latest terms.
- 1.2. Our relationship with you is governing by New Zealand Law and the New Zealand Courts have exclusive jurisdiction.
- 1.3. The services we are to provide to you are outlined in our letter of engagement, along with any further instructions that you provide to us in writing (or that we record in writing).
- 1.4. We will represent and advise you on legal matters in accordance with your instructions. We will:
 - 1.4.1. Act competently, in a timely way, and in accordance with instructions received and arrangements made.
 - 1.4.2. Protect and promote your interests and act for you free from compromising influences or loyalties.
 - 1.4.3. Discuss with you your objectives and how they should best be achieved.
 - 1.4.4. Provide you with information about the work to be done, who will do it and the way the services will be provided.
 - 1.4.5. Charge you a fee that is fair and reasonable and let you know how and when you will be billed.
 - 1.4.6. Give you clear information and advice.
 - 1.4.7. Protect your privacy and ensure appropriate confidentiality.
 - 1.4.8. Treat you fairly, respectfully and without discrimination.
 - 1.4.9. Keep you informed about the work being done and advise you when it is completed.
 - 1.4.10. Let you know how to make a complaint and deal with any complaint promptly and fairly.
- 1.5. The obligations lawyers owe to 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 visit www.lawsociety.org.nz or call (04) 472 7837.

2. Our Team

- 2.1. Our letter of engagement sets out the solicitor with responsibility for your matter.
- 2.2. From time to time, other staff members are likely to be involved in your matter. Details of our team are located on our website.

3. Our Fee

- 3.1. Our fee is generally based on the time spent on your work. In accordance with the New Zealand Law Society Guidelines, we may also take into account other matters such as urgency, level of risk, the value of the transaction and results achieved.
- 3.2. We will charge you fees for general office expenses, such as internal photocopying, telephone charges and postage. We also charge an agency fee of \$5 per title or interest searched in LINZ.
- 3.3. Unless otherwise specifically agreed in writing with you, our right to charge fees is not contingent upon any outcome desired by you, or the completion of any event.

- 3.4. Upon request, we may provide you with an estimate to undertake the work you instruct us to. This estimate is a guideline only based on cases of a similar nature. An estimate is not a quote. We reserve the right to increase or decrease the fee from the estimate based on the actual work undertaken. We will let you know if the end fee is likely to significantly depart from the estimated fee. Unless specified, an estimate excludes GST, disbursements and expenses.
- 3.5. Upon request, you agree to pay us all money properly paid or payable by us on your behalf.
- 3.6. We may require advance payments into our trust account, particularly for litigation matters. Those payments may be credited against our accounts and be used to make other payments payable by us on your behalf.
- 3.7. If we hold funds on your behalf, you authorise us to deduct our fees from those funds (unless they have been provided for a particular purpose) and send you an invoice as required by the Lawyers and Conveyancers Act (Trust Account) Regulations 2008.
- 3.8. Our accounts are payable in full within seven (7) days after the date of the invoice, unless we specify otherwise. We may render interim accounts from time to time. Our trust account number is ASB 12-3191-0027188-02.
- 3.9. If we are holding funds in our trust account on your behalf, we may, if we consider there to be a material benefit accruing, place these funds on interest bearing deposit at the applicable call account rate. All interest earned on your funds is subject to our administration fee of 5% and applicable resident withholding tax (RWT) deductions.
- 3.10. If any payment is not made by you in accordance with these terms then, without prejudice to any other rights, we may charge interest on the outstanding amount at the rate of 2% per month (calculated daily) until payment is made.
- 3.11. You are liable for all collection costs incurred by us in trying to recover any account or invoice not paid by the due date. You also agree to us charging any or all of our time incurred (including on a solicitor-client basis) in following up and reminding you of your obligations set out in these terms of engagement, and/or any enforcement action undertaken by us or our agent (including any debt collection agency). You also agree we may provide information about your default to any debt collection agency.

4. Confidentiality

- 4.1. 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:
 - 4.1.1. Anybody necessary or desirable to enable us to carry out your instructions;
 - 4.1.2. As expressly or impliedly agreed by you;
 - 4.1.3. As necessary to protect our interests in respect of any complaint or dispute; or
 - 4.1.4. To extent required or permitted by law.
- 4.2. Subject to the above, you authorise us to disclose, in the normal course of performing our services for you, such personal information to third parties for the purposes for providing those services and any other purposes set out in these terms.
- 4.3. We may disclose your name and address to third parties such as credit agencies to perform a credit reference or to undertake credit management or collection processes if it is reasonable to do so.
- 4.4. We will comply with all applicable laws when we collect, use or disclose personal information about you or people associated with you.

5. Conflicts of Interest

- 5.1. We have procedures in place to identify conflicts of interest. In the event of a conflict, we may be unable to act for you.
- 5.2. If a conflict does arise, we will contact you as soon as possible to resolve the situation.

6. Our Monitoring Obligations

- 6.1. We are required to comply with all laws applicable to us, including (but not limited to) Anti Money Laundering and Counter Financing of Terrorism Laws, laws relating to tax and client reporting and withholdings.
- 6.2. We may be required to undertake customer due diligence on you, persons acting on your behalf and other relevant persons such as beneficial owners and controlling persons. We may not be able to begin acting, or continue acting for you until this is completed.
- 6.3. Please ensure that you and/or any of the persons described previously are aware of and consent to this. It is important to ensure that all information provided to us is accurate. If the information required is not provided or considered by us to be potentially inaccurate, misleading or in contravention of any law, we may terminate or refuse to accept your instructions.
- 6.4. We may ask you to show us documents verifying your identity (such as a passport or driver's licence). We retain copies of these documents. We may perform such other customer verification checks as to your identity and checks as to the source of any funds associated with any transaction to which our service relates, as we consider to be required by law.
- 6.5. To ensure our compliance, we may be required to provide information about you, persons acting on your behalf or other relevant persons to government agencies. There may be circumstances where we are not able to tell you or such persons if we do provide information.

7. Documents, Records and Information

- 7.1. We will keep a record of all important documents which we receive or create on your behalf on the following basis:
 - 7.1.1. We may keep a record electronically and destroy originals (except when the existence of an original is legally important, such as Wills or Deeds);
 - 7.1.2. We are not obliged to retain documents or copies where you have requested that we provide them to you or to another person and we have done so, although we are entitled to retain copies for our own records if we wish to do so.
- 7.2. We will provide to you on request, copies or originals (at our option) all documents to which you are entitled under the Privacy Act 1993 or any other law. We may charge you our reasonable costs for doing this.
- 7.3. Should you wish to uplift your entire file, you may do so providing all costs are paid. You will need to give us reasonable notice before collecting your file should you wish to do so. There will also be a fee for retrieving your file unless we expressly waive that fee.
- 7.4. Where we hold documents that belong to a third party, you will need to provide us with that party's written authority to uplift or obtain a copy of that document.
- 7.5. Unless you instruct us in writing otherwise, you authorise us and consent to us (without further reference to you) to destroy or delete in the case of electronic records, all files and documents in respect of the service we provide to you seven (7) years after our engagement ends. We may retain documents for longer at our option.

7.6. We may, at our option, return documents (either in hard or electronic form) to you, rather than retain them. If we choose to do this, we will do so at our own expense.

7.7. We own copyright in all documents or work we create in the course performing our services, but grant you a non-exclusive licence to use and copy the documents as you see fit for your own personal or commercial use. However, you may not permit any third party to copy, adapt or use the documents without our written permission.

8. Limitations on our Liability

8.1. To the extent allowed by law, our total liability to you (whether in contract, tort, equity, or otherwise) and connection with the services we provide to you is limited to the amount available to be paid under the professional indemnity insurance held by our firm.

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

9. Lawyers Fidelity Fund

9.1. The 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 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 a client.

10. Our Complaints

10.1. 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, in the first instance, we ask you to refer your complaint to the person in our firm who has overall responsibility for your work.

10.2. If you do not wish to refer your complaint to that person, or you are not satisfied with that person's response to your complaint, you may refer your complaint to either Tracey Patient; phone (03) 365 5791, email tracey@pandw.co.nz or Clayton Williams; phone (03) 365 5791, email clayton@pandw.co.nz.

10.3. If you are still unhappy after contacting the above, you can take the matter to the Lawyers Complaints Service run by the New Zealand Law Society. Contact 0800 261 801 or see the website www.lawsociety.org.nz for more information about this service.

11. Assignment

11.1. We may assign these terms to a third party.

11.2. In the event of assignment, unless otherwise agreed, you remain liable for the fulfilment of all terms and conditions including any fee rendered.

12. Termination

12.1. You may terminate our engagement at any time. We may terminate the engagement in any of the circumstances set out in the rules of conduct.

12.2. If our engagement is terminated, you must pay all fees for work undertaken as well as other charges incurred up to the date of termination.