

Terms of Engagement

1. Services

- 1.1 The services I am to provide for you are outlined in my engagement letter along with any further instructions that you provide to me in writing (or that I record in writing).

2. Communication

- 2.1 I will obtain from you contact details, including email address, postal address and telephone numbers. I will also obtain photo ID, proof of address documentation and your IRD number. I may provide documents and other communications to you by email (or other electronic means). You will advise me if any of your contact details change.
- 2.1 I will report to you periodically on the progress of any engagement and will inform you of any material and unexpected delays, significant changes or complications in the work being undertaken. You may request a progress report at any time.

3. Financial

3.1 Fees

Details of the fees for your transaction are set out in my engagement letter.

If the engagement letter specifies an estimated fee, I will charge this for the agreed scope of the services. Work which falls outside that scope will be charged additionally on an hourly rate basis. If I am likely to exceed an estimate, I will discuss this with you at the earliest opportunity.

Where my fees are calculated on an hourly basis, my hourly rate is \$280 + GST. Time spent is recorded in 6-minute units, with time rounded up to the next unit of 6 minutes.

Hourly fees may be adjusted (upwards or downwards) to ensure the fee is fair and reasonable to consider matters such as the complexity, urgency, value and importance of the services. Full details of the relevant fee factors are set out in Rule 9 of the Lawyers and Conveyancers Act (Lawyers: Conduct and Care) Rules 2008.

If I am completing conveyancing services for you, you must pay for all my time and disbursements on settlement day. I will give you a total figure to settle your account on or before that day.

3.2 Disbursements

In providing services I may incur disbursements or have to make payments to third parties on your behalf. You authorise me to incur these disbursements (which may include items such as search fees, registration fees, and Council fees) which are reasonably necessary to provide the services. You also authorise me to make payments to third parties on your behalf which are reasonably required to undertake the services. These will be included in my invoice to you when the expense is incurred. I may require an advance payment for the disbursements or expenses which will be incurred on your behalf.

3.3 Office Fee

In addition to disbursements, I may charge a fee of \$30 to cover out of pocket costs which are not included in my fee and which are not recorded as disbursements. These include items such as photocopying and printing, postage and phone calls.

3.4 GST

GST is payable by you on all fees and charges.

3.5 Invoices

Interim invoices may be sent to you periodically, and on completion of the matter, or on termination of our engagement. An invoice may also be sent to you if a significant expense is incurred.

3.6 Payment

Invoices are payable within 14 days of the date of the invoice, unless alternative payment arrangements have been made in writing.

- a You authorise me to deduct fees and other expenses from funds held in the trust account on your behalf on provision of an invoice to you, unless those funds are held for a particular purpose.
- b If you have difficulty in paying any of my accounts, please contact me promptly so that we may discuss payment arrangements.
- c If your account is overdue I may:

- i Charge interest at the rate of 15% per annum from the due date until payment, together with a monthly
- ii Stop work on any matters in respect of which I am providing services to you;
- iii Require an additional payment of fees in advance or other security before recommencing work;
- iv Recover from you in full any costs I incur (including on a solicitor/client basis) in seeking to recover the amounts from you, including our own fees and the fees of any collection agency.

3.7 Fees and disbursements in advance

I may ask for advance payment to be held on account of fees and disbursements.

3.8 Estimates

You may request an estimate of my fee for undertaking the services at any time. If possible, I will provide you with an estimate (which may be a range between a minimum and a maximum amount or for a particular task or step). An estimate is not a quote. Any significant assumptions included in the estimate will be stated and you must tell me if those assumptions are wrong or change. I will inform you if I am likely to exceed the estimate by any substantial amount. Unless specified, an estimate excludes GST, disbursements and expenses.

3.9 Third Parties

Although you may expect to be reimbursed by a third party for fees and expenses, and although the invoices may at your request or with your approval be directed to a third party, nevertheless you remain responsible for payment if the third party fails to pay the invoices.

3.10 Trust Accounting

I operate a Trust Account at ANZ Bank. All money received from you or on your behalf will be held to your credit in the Trust Account.

- a Payments out of the trust account will be made either to you or to others with your authority. Before making a payment to another account we may require verification of the account details by provision of (for example) a copy of a deposit slip, cheque or bank statement showing the account number, a signed authority from you including the bank account details, or a signed letter from the relevant financial institution providing bank account details.
- b A full record of the Trust Account is kept at all times. A statement of Trust Account transactions detailing funds received and payments made on your behalf will be provided to you periodically and at any time upon your request.
- c Unless it is not reasonable or practicable to do so, when I hold significant funds for you for more than a short period of time I will place them on call deposit with ANZ Bank, subject to you having completed ANZ Bank's Tax Residency and Foreign Tax Information Individual or Entity Self-Certification Form to the bank's satisfaction. Interest earned from call deposits, less withholding tax and an interest administration fee of 5% of the interest, will be credited to you.

4. Confidentiality

4.1 Confidence

I will hold in confidence all information concerning you or your affairs that I acquire while acting for you. I will not disclose any of this information to any other person except:

- a. to the extent necessary or desirable to enable me to carry out your instructions; or
- b. as expressly or implied agreed by you; or
- c. as necessary to protect my interests in respect of any complaint or dispute; or
- d. to the extent required or permitted by law.

4.2 Personal Information and Privacy

In my dealings with you I will collect and hold personal information about you. I will use that information to carry out the services and to contact you about issues I believe may be of interest to you. Provision of personal information is voluntary but if you do not provide full information this may impact on my ability to provide the services and may result in me terminating our retainer.

4.3 Subject to clause 4.1, you authorise me to disclose, in the normal course of performing the services, such personal information to third parties for the purpose of providing the services and any other purposes set out in these Terms.

4.4 I 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.

- 4.5 The information I collect and hold about you will be kept at my office and/or at secure file storage sites (including electronic storage sites) elsewhere. If you are an individual, you have the right to access and correct this information. If you require access, please contact Kathryn Lawry.
- 4.6 **Verification of Identity**
The Financial Transactions Reporting Act 1996 and the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 requires me to collect from you and to retain information required to verify your identity. I may therefore ask you to show me documents verifying your identity (such as a passport or driver's license). I may retain copies of these documents. I 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 the services relate as I consider to be required by law.

5. Documents, Records and Information

- 5.1 I will keep a record of all important documents which I receive or create on your behalf on the following basis:
- a I may keep a record electronically and destroy originals (except where the existence of an original is legally important such as in the case of wills and deeds).
 - b At any time, I may dispose of documents which are duplicates, or which are trivial (such as emails which do not contain substantive information), or documents which belong to me.
 - c I am not obliged to retain documents or copies where you have requested that I provide them to you or to another person and I have done so, although I am entitled to retain copies for my own records if I wish to do so.
- 5.2 I will provide to you on request copies or originals (at my option) of all documents to which you are entitled under the Privacy Act 1993 or any other law. I may charge you my reasonable costs for doing this.
- 5.3 Where I hold documents that belong to a third party you will need to provide me with that party's written authority to uplift or obtain a copy of that document.
- 5.4 Unless you instruct me in writing otherwise, you authorise me and consent to me (without further reference to you) to destroy (or delete in the case of electronic records) all files and documents in respect of the services ten (10) years after our engagement ends (other than any documents that I hold in safe custody for you or are otherwise obliged by law to retain for longer). I may retain documents for longer at my option.
- 5.5 I may, at my option, return documents (either in hard or electronic form) to you rather than retain them. If I choose to do this, I will do so at my expense.
- 5.6 I own copyright in all documents or work I create while performing the services but grant you a non-exclusive license 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 my written permission.

6. Conflicts of Interest

- 6.1 I am obliged to protect and promote your interests to the exclusion of the interests of third parties and myself as set out in the Lawyers and Conveyancers Act (Lawyers: Conduct and Care) Rules 2008 (Rules). This may result in a situation arising where I have a conflict of interest.
- 6.2 I have procedures in place to identify and respond to conflicts of interest. If a conflict arises I will advise you of this and follow the requirements and procedures set out in the Rules. This may mean I cannot act for you further in a particular matter and I may terminate our engagement.

7. Duty of Care

- 7.1 My duty of care is to you and not to any other person. I owe no liability to any other person, including for example any directors, shareholders, associated companies, employees or family members unless I expressly agree in writing. I do not accept any responsibility or liability whatsoever to any third parties who may be affected by my performance of the services or who may rely on advice I give, except as expressly agreed by me in writing.
- 7.2 My advice is not to be referred to in connection with any prospectus, financial statement, or public document without my written consent.

- 7.3 My advice is opinion only, based on the facts known to me and on my professional judgement, and is subject to any changes in the law after the date on which the advice is given. I am not liable for errors in, or omissions from any information provided by third parties.
- 7.4 My advice relates only to each particular matter in respect of which you engage me. Once that matter is at an end, I will not owe you any duty or liability in respect of any related or other matters unless you specifically engage me in respect of those related or other matters.
- 7.5 Unless otherwise agreed, I may communicate with you and with others by electronic means. I cannot guarantee that these communications will not be lost or affected for some reason beyond my reasonable control, and I will not be liable for any loss or damage caused thereby.

8. Termination

- 8.1 You may terminate my retainer at any time.
- 8.2 I may terminate our retainer in any of the circumstances set out in the Rules including the existence of a conflict of interest, non-payment of fees, and failure to provide instructions.
- 8.3 If our retainer is terminated, you must pay all the fees, disbursements and expenses incurred up to the date of termination.

9. General

- 9.1 These Terms apply to any current engagement and also to any future engagement, whether or not I sent you another copy of them.
- 9.2 I am entitled to change these Terms from time to time, in which case I will send you amended Terms.
- 9.3 My relationship with you is governed by New Zealand law and New Zealand courts have exclusive jurisdiction.