WESTON WARD & LASCELLES LTD
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TERMS AND CONDITIONS OF ENGAGEMENT

Nov 2026

1. Instructions / Services

1.1. The services we are to provide for you are outlined in our engagement letter.
1.2. All services supplied by Weston Ward & Lascelles Ltd to you whether now or at any time in the future, are supplied on these terms.
1.3. We need clear directions from you as to what you want us to do for you and we need essential background information before we can agree to working for you. We must be sure that we can carry out your instructions and that there is no conflict of interest that prevents us from working for you. This information also helps us to better estimate the skill and time that may be taken for this work and estimate the likely fees that may be incurred. We want to provide you with an efficient and effective service. You can help us to do so by bringing to any meetings a list of issues you want discussed or have explained and by responding promptly to requests for information.
1.4. The names and status of the person or persons who will have the general carriage of or overall responsibility for the services we provide for you are set out in our letter of engagement.

2. Our Client Care and Service

2.1. Once engaged by you, we will;
2.2. Discuss with you your objectives and how they should best be achieved;
2.3. Provide you with information about the work to be done, who will do it and the way the services will be provided;
2.4. Charge you a fee that is fair and reasonable and let you know how and when you will be billed;
2.5. Give you clear information and advice;
2.6. Protect your privacy and ensure appropriate confidentiality;
2.7. Act competently and in a timely way, in accordance with the instructions received and the arrangements made;
2.8. Protect and promote your interests and act for you free from compromising influences or loyalties;
2.9. Treat you fairly and respectfully without discrimination;
2.10. Let you know how to make a complaint and deal with any complaint promptly and fairly.
2.11. 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.
2.12. If you have any questions, please visit www.lawsociety.org.nz or call 0800 261 801.

3. Communications

3.1. Please make sure that we have contact telephone numbers and email addresses for you, especially if you are temporarily at another address. On days when deadlines expire (such as when a condition of a contract is due to confirm or court papers must be filed) please ensure you are contactable. We do not accept any liability for loss arising from non-receipt of any communication, including computer email communications.

4. The File

4.1. Information relating to you and the work we are doing for you will be kept in a confidential file. Your file belongs to us. You may however uplift a copy of your file provided that all fees and expenses have been paid. Please give us reasonable notice before collecting your file should you wish to do so. There may be a modest cost for retrieving or copying the file. We will charge a one off storage fee for each file opened by us.
4.2. You authorise us (without any further reference to you) to destroy all files and documents (other than documents that we hold in safe custody for you) 7 years after our engagement ends, or earlier if we have converted those files to an electronic format.

5. Privacy

5.1. When you engage us to act for you it will be necessary for us to collect, hold and in some instances use certain personal information about you. We may need to collect that information from sources other than you, by ourselves or via a third party agent. It is a condition of our acting for you that we are authorised accordingly.
5.2. It may also be necessary to disclose information about you to other persons or organisations. You authorise us accordingly.
5.3. We may also use the information for our own administration and to inform you about our firm and its services. You authorise us accordingly.
5.4. In the event of breach or termination of the contract between you and this firm, it may also be necessary for us to disclose information about you to other persons and organisations for the purposes of collecting unpaid fees or disbursements and to resolve any dispute. You authorise us accordingly.
5.5. Otherwise the personal information will be kept strictly confidential.
5.6. If you have any reservations about disclosing personal information to us, please discuss this with the Partner in charge of your work.
5.7. You have the right to access and correct any personal information held by us.
5.8. In particular, and without restriction to the generality of the foregoing, we draw your particular attention to the fact that where you are applying for Legal Aid we are authorised to disclose all information held by us about you to the relevant authority.
5.9. Whether or not a collection, retention use of personal information is necessary will be at our sole and unfettered discretion.

6. Our Fee

6.1. We will charge a fee which is fair and reasonable for the services provided, having regard to your and our interests. We record the time and resources invested by us in working on your legal matters. In setting the fee, we take these into account but we will also consider:

- The skill and specialist knowledge required for your work.
- The importance of the matter to you and the results achieved.
- Urgency and any time limitations imposed on us.
- The degree of risk assumed by us in undertaking that service.
- The complexity of the matter and the novelty of the questions involved.
- Whether a fee is fixed or conditional and any quote or estimate given by us.
- The fee customarily charged in the region for work similar to yours.

6.2. If the engagement letter specifies a fixed fee, we will charge this for the agreed scope of our services. Work which falls outside that scope will be charged on an hourly rate basis. We will advise you as soon as reasonably practicable 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.

6.3. Where our fees are calculated on an hourly basis, the hourly rates are set out in our engagement letter. The differences in those rates reflect the experience and specialisation of our professional staff. The time spent is recorded in 6 minute units, with the time rounded up to the next unit of 6 minutes.
6.4. Unless otherwise stated, all fees are GST exclusive.
6.5. In attending to your legal work, expenses (disbursements) often need to be paid on your behalf such as search and registration fees, valuation fees and filing fees. We also incur office expenses such as, cell and toll phone calls, photocopying and printing etc. These will be charged as extra to our fee. We may ask you to pay money into our trust account in advance to cover such payments.
6.6. If your matter is subject to AML then a standard AML fee may apply. This will be based on the number of parties requiring due diligence.
6.7. We can sometimes provide you with an estimate of our fee. Where that is practicable, such will appear in our Letter of Engagement. Estimates can change depending on the scope of works and any unexpected matters that may arise. We are happy to discuss your fee, including any changes to the estimate, at any time. All work done by us is charged on a fees basis apart from an administration commission of 5% on the interest earned on funds deposited with our bank through our bulk deposit scheme.
6.8. In some circumstances, an application can be made for Legal Aid. If you believe you may qualify for legal aid, or your financial circumstances change, please discuss this with us. Unless raised with us we will assume you do not require legal aid. If Legal Aid is granted our fees will be reduced to a level set by Government. In the event that Legal Aid is not granted, or withdrawn, for any reason, you will be liable for our full fees at our usual rates.
6.9. All our professional staff have an hourly rate appropriate to this region and to their specialist skills, qualifications and experience. This rate is reviewed annually and may change without notice. There are no additional charges for word processing and clerical services.
6.10. We may allocate part or all of your work to a solicitor or legal executive who has sufficient training and experience in this type of work. Thus, you benefit from work being done by the right people at the right level. You have the right to request that a particular individual or individuals undertake and/or supervise your work. We will discuss your preference with you if we consider it inappropriate for any reason.
6.11. We have the right to require a retainer in an amount to be determined by us, to be paid before commencing work.
6.12. Although you may expect to be reimbursed by a third party for our fees and expenses, and although our invoices may at your request or with your approval be directed to a third party, nevertheless you remain responsible for payment to us if the third party fails to pay us.
6.13. If our retainer is terminated, you must pay us all fees due up to the date of termination and all expenses occurred up to that date.

7. Terms of Payment

7.1. Our fees are to be paid within 14 days of our account being sent except on conveyancing matters with relatively close settlement dates where fees are payable immediately prior to or contemporaneously with settlement.
7.2. A final account will be sent to you shortly after we have completed your matter. We issue interim accounts where it is appropriate to do so. Please discuss this option with us if that is your preference.
7.3. You irrevocably authorise us to deduct fees from funds held in our Trust Account on your behalf or where you are drawing funds down from a third party lender to request sufficient funds as shall be necessary to not only serve your needs, but to also clear all unpaid accounts you may at that time have with us. We may ask you to pay fees in advance, but in such a case, your payment will be held in our Trust Account and only paid to us by deduction when an account has been forwarded to you.
7.4. If you feel that payment within 14 days will be unattainable then please contact our Credit Manager promptly who will discuss an arrangement to suit your circumstances.
7.5. Payment of fees can be made by:
- **Eftpos:** we accept Visa and Mastercard (a surcharge of 1.6% will apply if paid in person)
- **Feewise payment link:** Visa, Mastercard, American Express, Apple pay (a surcharge of 2.9% + $0.30 transaction fee plus gst, will apply)
- **Direct Credit:** payments to our bank account via the internet. Please see invoice or contact our office for bank account details. If paying via the internet please specify clearly your name and your client reference number and email payments@wwl.co.nz advising of your payment.
- **Cash**: (under $500.00 only)

7.6. Line of credit funding to cover legal fees and related costs for certain matter types (Relationship Property and Estates) can be applied for through JustFund. https://www.justfund.co.nz/apply-now Certain terms and conditions apply, please see our website for more details.
7.7. If you do not pay our fees when they are due, you will become liable for a $100.00 admin charge, we may suspend or stop working for you. We reserve the right to also charge you interest at 2% per month on the balance of overdue fees outstanding as at the 20th of each month. In the event that we incur costs in recovering our fees, you will be liable for those additional costs in full including but not limited to credit control/debt collection costs and costs of court proceedings on a solicitor/client indemnity basis.

8. Enforcement

8.1. If you do not pay any sum due by you, we reserve the right to secure a charge over any one or more assets owned by you (wholly or partially). This engagement document constitutes an agreement that we may on reasonable notice, in writing (including electronically or by telephone) to you, proceed to effect such charge. Further, you agree that the production of this Agreement to, as appropriate, the District Land Registrar or otherwise shall be sufficient evidence of your irrevocable appointment of us or our nominee as your attorney for every such purpose.

9. For Company Clients

9.1. If you are a company, then the person or persons giving us instructions on behalf of the company acknowledge(s) receipt and acceptance of these conditions as a duly authorised officer(s) for that company and also personally, as guarantor for the company, promises and guarantees due performance by the company hereof.

10. Insurance

10.1. This firm holds 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.

11. Banking of Client Funds

11.1. By law, all NZ Solicitors are required to pay client's money, received by the Solicitors, into a NZ Registered Bank before paying that money out again to the payee(s) the client directs. Weston Ward & Lascelles Ltd does not guarantee that any funds paid by it into any bank will not become frozen or even lost whether in whole or in part as a consequence of bank failure and/or other unforeseen eventuality. The government guarantee of our trust account at our bank in existence as at the date these Terms and Conditions were drafted may be altered, supported and/or revoked in its entirety and even if still in existence at the applicable time will be limited and inadequate to cover all of the sums held by us at any one time at our bank. Accordingly, any payment received from the government guarantee of a bank will be divided amongst our clients fairly if the bank fails.
11.2. Where as a condition to any transaction proceeding we are in our reasonable opinion properly required to pay/repay from any funds from time to time held by us for you, certain sums to those third parties you unconditionally and irrevocably consent to us making such payment up to pre-stipulated limits.

12. The Lawyers' Fidelity Fund

12.1. The Law Society maintains the Lawyers' Fidelity Fund for the purpose 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 $100,000.00. 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.

13. If You Have a Complaint

13.1. We maintain a procedure for handling any complaints by clients, designed to ensure that a complaint is dealt with promptly and fairly.

13.2. If you have a complaint about our services or charges, you may refer your complaint to the person in our firm who has overall responsibility for your work.

13.3. If you do not wish to refer your complaint to that person, or you are not satisfied with that persons' response to your complaint, you may refer your complaint to David Houston, a Partner. He may be contacted:

13.4. By letter;

13.5. By email at djh@wwl.co.nz;

13.6. The Law Society operates the Lawyers Complaints Service and you are able to make a complaint to that service. To do so, phone 0800 261 801 and you will be connected to the nearest Complaints Service Office, which can provide information and advice about making a complaint.

14. Bullying and Harassment

14.1. Harassment, bullying, discrimination, offensive language or violence in any form are unacceptable behaviours that will not be tolerated under any circumstances. All Clients and Staff have the right to a working environment that is free of these things. Any such behaviour entitles us to, at our election, discontinue to act for you.

15. Vaccination Policy

15.1. If the Government directs it, different rules and requirements may be put in place. For that period of time all staff and visitors to the office must comply with these requirements. If this is the case, on arrival at our office we may require confirmation of vaccination. If you are not vaccinated, we would not be able to meet with you and you should instead contact us so we can make other arrangements.

16. Right to Terminate

16.1. You are entitled to terminate your instructions to us upon giving us reasonable notice. Our fees for services reasonably and properly provided to you prior to that termination, shall be paid by you prior to uplifting your documents and records and we may retain copies before doing so.

16.2. We may terminate our continuing service if there is good cause such as but not restricted to you not providing us with the information we need to further your cause or adopting, against our advice, a course of action which we believe is highly imprudent or behave in an inappropriate manner referred to in 14.1.

17. Other Questions

17.1. If you have any questions either now or later please contact the partner supervising your work.

18. Conflicts of Interest

18.1. We have procedures in place to identify and respond to conflicts of interest. If a conflict of interest arises, we will advise you of this and follow the requirements and procedures set out in the Law Society's Rules of Conduct and Client Care for Lawyers.

19. Duty of Care

19.1. Our duty of care is to you and not to any other person. Before any other person may rely on our advice, we must expressly agree to this.

20. Trust Account

20.1. We maintain a Trust Account for all funds which we receive from clients (except monies received for payment of our invoices). If we are holding significant funds on your behalf and the applicable FACTA form has been completed, we will normally lodge those funds on interest bearing deposit with a bank. In that case, we will charge an administration fee of 5% of the gross interest derived.

21. Limitations on extent of our Obligations or Liability

21.1. In no eventuality will this firm and/or any one or more partners or employees hereof be liable to you for any loss, expense, cost liability, and/or other thing in any amount greater than that available to meet such claim from as applicable the Lawyers Fidelity Fund and/or our insurers.

22. Provision of Information

22.1. We are required to comply with all laws binding on us including (but not limited to):

- the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (AML/CFT Act); and
- the United States Foreign Account Tax Compliance Act (FATCA); and
- the Common Reporting Standard (CRS).

22.2. To meet these requirements, we may be required to conduct customer due diligence on you, persons acting on your behalf, and other relevant persons such as your beneficial owners or persons who have effective control of you as a client. We may not be able to act or continue acting for you until this is completed to the required standard. We will advise you what information and documents are required for these purposes. This information could include formal identification, address confirmation, source of funds, transaction details, ownership structures, tax identification details, and any other information considered relevant. At times we may instruct a third party to gather and verify this information which may carry a small cost which will be debited to your account with us. You authorise us accordingly. Amongst others, we use services from Centrix and AplyID for this purpose. Please ensure the information and documents requested are provided promptly to avoid any delays in us acting for you.

22.3. We will retain the information and documents and may be required to disclose them to government agencies as required by law. We may not be permitted to advise you of the instances when we are required to disclose this information. We may also be required to provide this information to banks with which we place your funds through our trust account.

23. Use of Artificial Intelligence

23.1. In providing legal services, Weston Ward & Lascelles Ltd may use artificial intelligence (AI) assisted technologies for purposes including legal research, document preparation, review, analysis and administrative support, where we consider their use appropriate to improve efficiency, enhance service delivery and potentially reduce costs.

23.2. Any use of AI technologies will remain subject to our professional obligations, including those relating to client confidentiality, privacy, competence and professional judgment.

23.3. We will take reasonable steps to ensure that AI technologies used in connection with your matter are appropriate and that any disclosure or processing of confidential or personal information complies with applicable legal and professional requirements. Where specific informed consent is required, we will seek that consent before proceeding.

23.4. All substantive legal advice and documents prepared with AI assistance will remain subject to appropriate review and supervision by our legal practitioners. We retain full professional responsibility for the legal services provided to you.

By engaging our services, you acknowledge that AI-assisted technologies may be used in accordance with this provision.

24. General

24.1. These terms apply to any current engagement and also to any future engagement, whether or not we send you another copy of them.

24.2. We are entitled to change these Terms from time to time without notice to you, including adjusting our hourly fees on an annual basis.

24.3. Our relationship with you is governed by New Zealand law, the New Zealand Law Society, Legal Complaints Review Officer and New Zealand Courts have exclusive jurisdiction. Where any proceedings are commenced in any location other than Christchurch, New Zealand, you agree to those being transferred there.