

## 1. Application of These Terms of Engagement

These Terms of Engagement apply to the current engagement and to any future engagement unless we agree otherwise in writing. We may update these terms from time to time and will provide amended versions if we do so. Our legal services are governed by New Zealand law and the exclusive jurisdiction of the New Zealand courts.

## 2. Our Services

The legal services we provide to you will be as agreed, outlined in any correspondence or implicit in the work being undertaken and any further instructions you give us, whether in writing or recorded by us.

To ensure efficiency and cost-effectiveness, work may be delegated to other suitably qualified staff within our firm. The lawyer with overall responsibility for your matter will be identified in our initial correspondence.

## 3. Communication

We will communicate with you using the contact details you provide, including by electronic means such as email. You must notify us promptly of any changes to your contact details. We will keep you reasonably informed about the progress of your matter, including material delays or issues. You may request a progress report at any time.

## 4. Fees and Expenses

**a. Fees:** Unless we set out our fees in our engagement letter. They will be based on an hourly rate and determined in accordance with **Rule 9 of the Rules of Conduct and Client Care for Lawyers**, taking into account factors such as complexity, urgency, value and importance of the matter. All fees will be fair and reasonable.

Our current standard hourly rate for a Partner or Consultant is **\$450 plus GST**, although rates may change from time to time. Our Solicitors/legal executives/support staff hour rates vary from \$300 - \$400 plus GST.

**b. Disbursements and Office Charges:** You authorise us to incur reasonable disbursements and third-party costs on your behalf, including court fees, registration fees, experts' fees, identity verification and search costs. These will be charged to you when incurred.

In addition, we may charge **an office service fee of \$90.00** to cover administrative and regulatory costs such as AML compliance, printing, postage, telecommunications and insurance, and document storage.

**c. GST:** All fees and charges are subject to **Goods and Services Tax (GST)**.

**d. Invoicing and Payment:** We may issue interim invoices, usually monthly, and a final invoice at completion or termination of the engagement. Invoices are payable within **14 days** of the invoice date.

**You authorise us to deduct invoiced amounts from any funds held for you in our trust account, unless those funds are held for a specific purpose.**

**e. Late payment:** If an invoice remains unpaid, we may charge interest at 15% per annum, suspend work, require payment in advance, and recover all collection costs incurred.

**f. Estimates:** You may request an estimate of fees at any time. Estimates are not quotes and may be expressed as a range. We will advise you if we expect to materially exceed an estimate. Estimates exclude GST and disbursements unless stated otherwise.

**g. Third Parties:** If a third party agrees to pay your fees or invoices are issued to a third party, you remain responsible for payment if that party fails to pay.

## 5. Trust Account

We operate a trust account in accordance with the Lawyers and Conveyancers Act 2006. All money received from you or on your behalf will be held to your credit in that account and may only be paid out with your authority or as permitted by law. The details of our trust account are available on request for internet transfers. We are a registered payee on banking apps.

Funds can be received by **eft-pos (Invercargill Only)** or cash at our reception. Please note we accept **cash up to a limit of \$5,000.00**.

Before making payments out to you, we are required to verify bank account details. We will ask you to provide formal proof of your bank account, such as a deposit slip or bank statement and we may also telephone you to confirm.

You may request a trust account statement at any time. Small balances of \$20 or less that remain unclaimed may be donated to **Hospice South**. Where practical, larger balances held for more than a short period may be placed on interest-bearing deposit, with interest (less tax) credited to you.

#### 6. Confidentiality and Privacy

We will keep confidential all information relating to you and your affairs, except where disclosure is necessary to perform the legal services, authorised by you, required or permitted by law, or necessary to protect our interests.

We collect and hold personal information in accordance with the **Privacy Act 2020** for the purpose of providing legal services and related communications. You have the right to access and correct your personal information.

#### 7. Verification of Identity

To comply with the **Anti-Money Laundering and Countering Financing of Terrorism Act 2009** and the **Financial Transactions Reporting Act 1996**, we are required to verify your identity and, where applicable, the source of funds. We may retain copies of identification documents and conduct related checks.

#### 8. Documents and Records

We may hold documents electronically and destroy originals unless their original form is legally significant (such as wills or deeds). Unless you instruct otherwise, we may destroy files seven years after the engagement ends, except for documents required to be retained by law.

We retain copyright in all documents we create but grant you a non-exclusive licence to use them for your own purposes.

#### 9. Conflicts of Interest

We are required to act in your best interests in accordance with the Rules. If a conflict of interest arises, we will advise you and follow the procedures set out in the Rules, which may require us to cease acting for you.

#### 10. Duty of Care and Liability

Our duty of care is owed solely to you. We accept no responsibility or liability to any third party unless expressly agreed in writing. Our advice is based on the information available at the time and is subject to changes in the law. We are not responsible for errors or omissions in information provided by third parties.

#### 11. Insurance

We hold professional indemnity insurance with **Berkshire Hathaway Specialty Insurance Company**. The current limit of indemnity is **\$3.75 million per claim** and **\$7.5 million in aggregate**.

Our professional indemnity insurance meets the minimum standards specified by the New Zealand Law Society. Information about those minimum standards, and further particulars of our insurance cover, is available on request. We disclose that our level of cover is below the New Zealand Law Society's recommended cover level.

#### 12. Lawyers Fidelity Fund

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. 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. Termination

You may terminate our engagement at any time. We may terminate the engagement in circumstances permitted by the Rules, including non-payment of fees, conflicts of interest, or failure to provide instructions. All fees and expenses incurred up to termination remain payable.

#### 14. Feedback and Complaints

We welcome feedback and aim to resolve concerns promptly and fairly. If you are not satisfied with our response, you may contact the **Lawyers Complaints Service, PO Box 5041, Wellington 6140, Phone: 0800 261 801**.