

CLIENT INFORMATION AND TERMS OF ENGAGEMENT

These Terms of Engagement apply in respect of all work carried out by us for you except where we otherwise agree with you in writing.

How you can help us:

We will always do our best to be available and be responsive to you and to provide services which are technically accurate, timely and based on sound common sense. You can help us to do this by:

- ☐ Giving us clear instructions, if possible in writing;
- ☐ Telling us if you have any important time limits;
- ☐ Making sure we have understood each other – ask us if you are not sure about anything;
- ☐ Dealing with important questions promptly;
- ☐ Keeping in regular touch with us. Ask for a progress report if you have not heard from us when you expect; and
- ☐ Telling us if you have changed your address or contact numbers.

Who will be responsible for your work?

You can ask for a particular staff member to be responsible for your work and generally that person will work with you. Some of your work may be undertaken by other team members. We will ensure we provide the appropriate expertise to get the result you require. In all cases work will be supervised by John Smythe or Lucy Smythe who will take overall responsibility.

How are our fees calculated?

Our fees are calculated in accordance with the principles of charging established by the New Zealand Law Society and take into account the following factors:

- ☐ The skill, specialised knowledge and responsibility required;
- ☐ The importance of the matter to you and the results achieved;
- ☐ The urgency and circumstances in which the business is transacted;
- ☐ The value or amount of any property or money involved;
- ☐ The complexity of the matter and the difficulty or novelty of the questions involved;
- ☐ The number and importance of documents prepared and considered;
- ☐ The time and labour spent; and
- ☐ The reasonable costs of running a law practice.

The time expended on any task is one of the factors taken into account in fixing our fee. We will keep accurate records of our time involved when working on your matters.

Our charge out rates are as follows:

John Smythe, Partner	-	\$410/hour
Lucy Smythe, Partner	-	\$410/hour
Legal Executives	-	\$300/hour
Other staff	-	\$200/hour

To cover the reasonable costs of running our practice which include stationery, tolls, photocopying, faxes, bank charges and other office expenses, we may charge an administration fee.

We charge separately for disbursements we incur on your behalf such as registration fees, search fees and any other services provided by an external provider.

Payment of invoices:

Our invoices are due by the 20th day of the month following the month in which the invoice is dated. Fees may be deducted from moneys held on your behalf in our Trust Account from time to time, but no fee will be deducted unless the work has been done and an invoice rendered.

Interest on money we hold on Trust for you:

Whenever it is reasonable and practicable to do so we will lodge any significant amount of funds held on your behalf on interest bearing deposit on call at the ASB Bank however before we do so we may require you to complete a self-certification form authorising us to disclose certain information about you to ASB Bank.. Unless you have advised us of your IRD number and elected to have withholding tax deducted at a different rate then RWT will be deducted at 45% as required by the IRD. We will be entitled to deduct commission calculated at the rate of 5% on the gross interest received for funds placed on deposit.

AML/CFT

We are obliged to comply with all laws applicable to us in all jurisdictions, including (but not limited to):

Anti-money laundering and countering financing of terrorism laws; and
Laws relating to tax and client reporting and withholdings.

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 to continue acting, for you until that is completed.

To ensure our compliance and yours, 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. Please ensure that you and/or any of the persons described previously are aware of this 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 enter into an engagement.

You authorise us to disclose your personal information to third parties who perform functions on our behalf, such as hosting and data storage providers and providers who help us meet our obligations under anti-money laundering legislation (including for the purpose of verifying your identity and address information). Our current provider for outsourced AML for ID and address checks and Politically Exposed Person checks is 2Shakes. You authorize us and 2Shakes to use your personal information to perform these checks via Centrix, Credit Bureau of New Zealand.

Professional indemnity insurance:

We hold current professional indemnity insurance which exceeds the minimum standards from time to time specified by the New Zealand Law Society.

Electronic services, facsimile communication & other matters beyond our control:

We will not be responsible for any loss arising from non-receipt of any communication, either by us or any other party including facsimile and email communications and we do not accept liability for matters beyond our control or indirect or consequential losses.

Files and Documents:

If you wish to retain your file you should collect it from us once the matter has been concluded. Otherwise we may dispose of your file or retain it in an electronic form. If we have retained your file in hard copy form we may store it off site in which case a retrieval charge will be payable if you require access to your file at a later date.

Complaint procedure:

If you have a complaint we encourage you to discuss it with John Smythe who will ensure that your complaint is dealt with promptly and fairly.

Client care and service information:

Whatever legal services your lawyer is providing, he or she must:

- ☐ Act competently, in a timely way, and in accordance with instructions received and arrangements made;
- ☐ Protect and promote your interests and act for you free from compromising influences or loyalties;
- ☐ Discuss with you your objectives and how they should best be achieved;

- ☐ Provide you with information about the work to be done, who will do it and the way the services will be provided;
- ☐ Charge you a fee that is fair and reasonable and let you know how and when you will be billed;
- ☐ Give you clear information and advice;
- ☐ Protect your privacy and ensure appropriate confidentiality;
- ☐ Treat you fairly, respectfully, and without discrimination;
- ☐ Keep you informed about the work being done and advise you when it is completed; and
- ☐ Let you know how to make a complaint and deal with any complaint promptly and fairly.

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 to the justice system.

If you have any questions, please contact us. Alternatively, you may visit www.lawsociety.org.nz or call 0800 261 801.