

DAWSONS

LAWYERS & NOTARIES

These Standard Terms of Engagement (Terms) apply to any current engagement and also to any future engagement, whether or not we send you another copy of them.

Our Duties to you

At all times we will act competently and in a timely way and in accordance with the Rule of Conduct and Client Care for Lawyers which govern the practice of law. All advice we give to you will be based on our best professional judgment but should not be taken as a guarantee of any particular outcome, as, among other things we will be relying on the completeness of your instructions, the accuracy of the information provided to us and the actions taken by any other parties involved.

Services

The services we are to provide for you (the Services) 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).

Usually one Partner, Solicitor or Legal Executive will have overall responsibility for the work we do for you. We will advise you who that person is, and if others are involved.

Conflict of Interest

Sometimes a conflict of interest may arise for example where we are acting for the vendor and you become the purchaser. If a conflict of interest arises, we will advise you of this and follow the requirements and procedures set out in the Rules of Conduct and Client Care for Lawyers. This usually means we are unable to act for one of the clients or both clients.

Confidentiality

As part of our continuing effort to improve the services we offer, we collect and store certain information about you. This helps make sure we send letters and invoices to you at the right address. It also helps us to send you information about services we offer and information on legal topics likely to be of interest or importance to you. Most importantly, it helps alert us to any potential conflict of interest we might have in acting both for you and for any of our other clients. We may collect the information either from you or from other people as a result of providing our services. You have the right to access any information we hold about you and to ask for it to be corrected or updated. Any information about you that we collect and store always remains confidential and will, except to the extent required by law or permitted by the Rules of Conduct and Client Care for Lawyers, be used only for the purposes outlined in these terms of engagement or in carrying out your instructions to us.

How you can help us

We will always do our best to be available to you, and to provide quality services promptly and in an economical manner. You can help us to do this by:

- Giving us clear instructions in writing wherever possible
- Answering all our questions promptly.
- Telling us if you have any important time limits.

- Asking if you are not sure about anything for example our fees.
- Keeping in regular communication with us – please ask us for a progress report if you are concerned about anything.
- Telling us if you have changed your email-address or contact phone numbers.

Our Fees

Our fees take into account a number of factors including the time and result achieved, (We will provide you with our staff members' hourly rates on request), the complexity, urgency, importance, skill, specialised knowledge, responsibility and risk involved and our staff members' experience and ability.

Disbursements and Third Party Expenses

In providing the Services we may incur disbursements and payments to third parties on your behalf. You authorise us to incur these disbursements (which may include such items such as search fees, court filing fees, registration fees and travel and courier charges) which are reasonably necessary to provide the Services. You also authorise us to make payments to third parties on your behalf which are reasonably required to undertake the Services (which may include items such as experts' costs or counsel's fees). These will be included in our invoice to you, shown as "disbursements" when the expenses are incurred (or in advance when we know we will be incurring them on your behalf).

Office Service Charge Fee (Administrative expenses)

In addition to disbursements, we may charge a fee of \$51.75 to cover out of pocket costs which are not included in our fee and which are not recorded as disbursements. These include items such as photocopying and printing, postage and phone calls.

Fees and disbursements in advance

We may ask you to pre-pay amounts to us, or to provide security for our fees and expenses. We may do this, on reasonable notice, at any time.

Fee Estimates

You may request an estimate of our fee for undertaking the Services at any time. If possible we 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 us if those assumptions are wrong or change. We will inform you if we are likely to exceed the estimate by any substantial amount. Unless specified, an estimate excludes GST, disbursements and expenses.

Legal Aid

You may be eligible for legal aid. We reserve the right to decide whether or not to act for you on any legally aided matter. Please advise us if you are considering applying for legal aid. We will then advise you whether we would be willing to work on that matter on a legally aided basis.

Monthly Billing

It is our practice to interim bill fees on a monthly basis, depending on the nature and amount of work being done,

so that you can monitor closely our fees, expenses and disbursements. We will always send a final account following completion of the work and a trust account statement if we have handled funds on your behalf. Our account may include an amount to cover future disbursements we anticipate incurring on your behalf. Each account will include a summary of the work we have completed for you. If you need further details for your records please just ask. Second and subsequent accounts relating to the same ongoing work will not normally include any amount remaining unpaid from any earlier invoice. We may sometimes require a retainer from you before commencing or continuing work.

Payment of Accounts

Unless we have made a different arrangement with you, payment in full of any account is due within 7 days following receipt. If you, as our client, comprise more than one person (e.g. business partners or a married couple) each of you is separately responsible for paying all amounts owing to us. When we are holding money on your behalf in our trust account, we may draw on that money for our fees and disbursements once you have our account. You authorise us to deduct our fees and disbursements from any property settlement, judgment, bank loan or other money received by us on your behalf.

Delay or difficulty in paying our Accounts

If you anticipate having difficulty paying an account on time, please immediately contact the lawyer who sent you the account. We may make an arrangement with you to pay by instalments. We reserve the right to charge interest on any invoice remaining unpaid after the due date unless prior arrangements have been made. Interest is calculated at the ASB base rate for lending plus 5% per annum as at the date of the account. We would also normally stop doing any further work until the account is paid.

Credit Checks

By instructing us, you authorise us to carry out reasonable credit checks and to allow anyone we contact to provide us any information about you that we reasonably request as part of our credit checks. You also authorise us to provide information about you to credit agencies about any account that is overdue for payment.

Confirming your Identity

Please do not be offended if we ask you to show us photo identification confirming your identity. We are legally required by LINZ and the Financial Transactions Reporting Act 1996 to verify the identity of every new client.

Financial assurance scheme

The receipt, holding and disbursement of investment money on your behalf is subject to inspection pursuant to regulations made under the Lawyers and Conveyancers Act 2006

Money held in trust for you

As soon as practicable to do so, we will lodge any money held in our trust account on your behalf in an ASB bank deposit account bearing interest at market rate. Our administration fee and withholding tax will be deducted on the interest you earn. If we have your IRD number, you can elect to have withholding tax deducted at your applicable rate. If we do not have your IRD number, it will

be deducted at the applicable IRD default rate. (Which may be higher than your actual rate).

Professional indemnity insurance

We hold professional indemnity insurance that exceeds the minimum standards specified by the New Zealand Law Society. We will provide particulars upon request.

Lawyer's fidelity fund

The New Zealand 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 the client.

Storing files and trust account records

You agree that we may convert your file into an electronic format. We will store your file for at least 7 years after the date of our final correspondence. After that, we may destroy your file (we may destroy a paper file earlier if we have converted it into an electronic format). This does not include any documents we agree to hold for you in safe custody. Records of all investment money and investment property will be kept in accordance with the Lawyers and Conveyancers Act (Trust Account) Regulations 2008 and the Privacy Act 1993. Records of your transactions through our trust account are stored in computerised form. You may have access to all records relating solely to your investment money and investment property without charge during normal business hours. Any investment money or investment property we receive on your behalf cannot be used for the benefit of anyone other than you unless you owe us money in which case we may deduct the amount due from investment money we hold for you.

Resolving Complaints

If you have a question about an account we send you or if you are unhappy with any other aspect of our work please tell us about it straight away. A partner will investigate whatever it is you are unhappy about and contact you to discuss it. This will be at no extra cost to you. Generally, complaints can be resolved with little inconvenience or formality. The New Zealand 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.

Termination of Legal Services

You may terminate our services at any time upon giving us written notice. Following payment of all your accounts we will then release to you all files, papers and money we hold for you. We may withdraw our services with your consent, for good cause. (Failure to pay an account) or by an order of a Court upon giving you written notice.

Consumer Guarantees Act

You agree that if you are instructing us to do work for the purposes of a business as defined in the Consumer Guarantees Act 1993 then the provisions of the that Act do not apply to this agreement.

Rules of Conduct and Client Care

Below is copy of the Client Care and Service Information Obligations set out in the Rules of Conduct and Client Care for Lawyers:

Whatever legal services we are providing you we must:

- Act competently, in a timely way, and in accordance with your 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;
- Let you know how to make a complaint and deal with any complaint promptly and fairly.

These obligations are subject to overriding duties, including duties to the courts and to the justice system.

Feedback and complaints

If you would like to comment on any aspect of the service provided by us or have any concerns or complaint about the services you have received from our firm please contact the Partner responsible for your matter. We will inquire into your complaint and endeavour in good faith to resolve the matter with you in a way that is fair to all concerned.

If we have been unable to resolve a complaint or concern you may contact:

The Lawyers Complaints Service

Phone: 0800 261 801

Website: www.lawsociety.org.nz/for-the-community/lawyers-complaints-service/concerns-form

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

If we change these Terms of Engagement at any time we will send you the updated terms.

Our obligations under these Terms of Engagement and our duties of care are owed to you and not to any other person.