



D E N H A M LAWYERS
B R A M W E L L

Denham Bramwell Standard Terms of Engagement – 26 October 2018

Purpose

This document explains what you can expect from us, and what you agree to when we work for you. It includes information that we need to tell you about. It applies to any work we do for you. If we vary these terms we will send you an amended document. If you have any questions about any of the terms, please discuss these with the person you are dealing with.

These Terms of Engagement apply except where we otherwise agree with you in writing.

What you can expect from us

We will do the work for you with reasonable care in a diligent, competent and ethical manner. We will take all steps to complete the work within agreed timeframes and will contact you if any delay seems likely.

Confidentiality

We will hold in strict confidence all information that we acquire through our work for you, and which concerns your business or your instructions to us. The only exceptions are where you authorize us to disclose such information or where we must do so by law.

We may collect and hold personal information about you for the purposes of providing our services, obtaining credit information or other references, or telling you about issues that may affect you. Under the Privacy Act 1993 you may access the information we hold.

Conflict of Interest

We have policies in place to identify and respond to conflicts of interest. If a conflict of interest or potential conflicts of interest arises, we will contact and consult with you about the best way to resolve the matter.

Our Duty of Care

Our duty of care is to you. We do not owe any duty of care or liability to any other person. If any person wishes to rely on our advice, they can do so only if we expressly agree. If during the course of our work for you, we provide services to entities related to or associated with you, then these services will be provided on the same terms as these standard terms.

AML/CFT

We are required under the Anti-Money Laundering and Countering of Terrorism Financing Act 2009 (AML/CFT Act) to carry out Customer Due Diligence and Risk Assessment in respect of all prospective clients and matters before we commence work for a client. In most cases you will have completed the initial requirement with us prior to receiving these terms of engagement.

Our obligations under the AML/CFT Act are ongoing throughout the life of our client relationship and we may from time to time seek updated or further and additional information from you for the purposes of meeting our compliance obligations under this Act. If the information we seek is not supplied promptly we may be obliged to cease work for you until the information sought is provided to us.

People responsible for your work

Information about the hourly rates of staff working on your matter is available at any time on request.

We may delegate work to staff at the best level to ensure you receive best value.

How we set our fees

We will charge a fair and reasonable amount taking into account - the time and labour expended, the skill, specialised knowledge and responsibility required, the project's importance to you, complexity, urgency or risk, reasonable costs of running a practice and any other factors unique to your matter.

We will provide an estimate of our fee if you require and will advise you if the actual fee is likely to vary from the estimate. Our estimate will be based on information you give us about your matter and on our experience of similar matters.

Disbursements and office costs

We may have to pay disbursements to third parties such as LINZ, Companies Office, Ministry of Justice, LIM fees, and travel costs. We will let you know if we require these to be paid at the beginning of the engagement.

We charge an administration service fee to cover costs of printing, photocopying, postage, courier and communication charges. The administration service fee is a minimum of \$50 or 2.5% of all fees on all invoices.

To meet our obligations under the new Anti-Money Laundering and Countering of Terrorism Financing Act 2009, there will be a charge for services to cover our costs in relation to obtaining information as set out in our clause AML/CFT. The minimum charge is \$50.

Prepayment

We may ask you for payment up front to cover costs we will incur on your behalf (eg disbursements) or as a deposit for anticipated work.

We may choose not to commence work until we receive your prepayment or deposit.

Terms of Payment

We will generally send you an invoice monthly unless we have agreed a different arrangement.

Accounts are generally payable within 14 days of the invoice date. We accept payment by cash, cheque, EFTPOS or credit card.

Fees for conveyancing matters will generally be deducted from sale proceeds or mortgage loans at the time of property settlement.

If you are having difficulties paying our invoice, please discuss this with us immediately. If necessary, we can set up a reasonable time payment arrangement.

If the account is not paid by due date and we have received no satisfactory explanation, we may:

- charge default interest on the overdue amount at the rate being paid at that time on our Westpac Mastercard card facility.
- initiate action to recover the debt, including court proceedings, at your expense.
- be forced to stop acting for you.

Security and Authority to deduct

If we are holding funds for you on trust, you authorize us to deduct all amounts owing to us against funds or other property we hold on your behalf.

Commission

We charge a 5% administration fee on all interest on funds you deposit through our banks interest bearing deposit scheme.

Third Parties

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, you will remain responsible for payment to us if the third party fails to pay us.

Investment Advice

We are not qualified to give you investment advice. You should obtain investment advice from a qualified financial advisor.

Tax Advice

If you do not specifically instruct us to provide tax advice, we will not provide you with tax advice. Where you request tax advice from us we may recommend you obtain that advice from a taxation specialist. If you obtain tax advice from a taxation specialist and provide us with a copy of that advice, we will follow it, otherwise, our work for you might not take account of tax matters pertinent to you.

Conveyancing Transactions

We do not provide advice in relation to the quality of any property the subject of a conveyancing transaction in which we act for you and we specifically exclude any liability in relation to the quality of such property.

Joint and Several Liability

Where the engagement has been entered into by an agent on behalf of the client the agent and the client will be jointly and severally liable for all payments due to us under the engagement.

Termination

You or we may terminate our engagement at any time. If our engagement is terminated, you must pay us all fees and expenses due up to the date of termination

Retention of files and Documents

You authorise us to destroy all files and document (other than documents held in safe custody for you) 7 years after the engagement ends or earlier if we have converted those files and documents into electronic format. Files stored electronically will be retained for 10 years. You may uplift your files at any time prior to destruction. Any deeds, Wills or other records we agree to store for you will be kept until we reasonably decide this is no longer necessary. We are entitled to retain your files/documents until any outstanding account is paid.

Denham Bramwell Client Care Information – 26 October 2018

Fees

The basis on which fees will be charged and when payment of fees is to be made is set out in our terms of engagement.

Professional Indemnity Insurance

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

Lawyers' Fidelity Fund

The Law Society maintains the Lawyers Fidelity Fund to provide clients of lawyers with protection against theft by a lawyer, lawyers' employee or agent. The maximum amount payable by the Lawyers Fidelity Fund in compensation to an individual claimant is \$100,000. The Fund does not cover a client for loss relating to money a lawyer has been instructed to invest on behalf of a client. More information on the Lawyers Fidelity Fund can be found at www.lawsociety.org.nz

Complaints

We take clients' complaints seriously and maintain a procedure designed to ensure that the complaint is dealt with fairly and promptly.

If you have a complaint about our service or fees, you should refer your complaint to the person who is handling your matter. If you do not wish to refer your complaint to that person or you are not satisfied with that person's response, you may contact Fiona Cowan.

Fiona can be contacted as follows:

- by letter
- by email at fiona.cowan@denhambramwell.co.nz
- by telephoning Fiona Cowan at Direct Dial 985 6906

The Law Society operates the Lawyers Complaints Service and you are able to make a complaint to that service. The service is contactable on 0800 261 801 or through their website www.lawsociety.org.nz

Person Responsible for your work

The names and status of the person or persons who will have general carriage of or overall responsibility for the services we provide for you are set out in our terms of engagement.

New Zealand Law Society's client care and service information

Our commitment to you is that we will:

- 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
- Let you know how to make a complaint and deal with the 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.

Limitations on extent of our Obligations or Liability

Any limitation on the extent of our obligations to you or any limitation or exclusion of liability are set out in our terms of engagement.