

Standard terms of engagement Client care and service information

This document sets out our standard terms of engagement and the client care and service information we must give you under the Rules of Conduct and Client Care for Lawyers of the New Zealand Law Society

Standard Terms of Engagement

The following standard terms will apply whenever you engage us to act on your behalf, unless we otherwise agree with you in writing.

Services we provide to you

We will act for you on all legal matters that properly fall within the scope of your instructions to us. These services are outlined in our engagement letters. It is important you let us know promptly if you would like us to perform any additional services to those detailed in our letter. The advice we give you is solely for your purposes and may not be relied on by any other person unless we agree to that in writing.

The time spent by us on your behalf for which you will be charged may include:

- Face-to-face meetings and telephone calls relating to this matter,
- Correspondence with you, including reporting to you in writing,
- Considering the law and facts of this matter,
- Reading and considering incoming letters, papers and documents,
- Preparing papers and file notes,
- Correspondence with other lawyers and third parties,
- Instructing inquiry agents and experts, and
- All other meetings and communications on your behalf.

Our engagement on a particular matter will end when the matter is completed. We are not obliged to notify you of any subsequent changes to any law, or provide any further services relating to that matter unless you ask us to.

Managing your confidential information

We treat all information about you, including information we create or acquire through working with you (Information), as confidential. We will only disclose Information with your prior consent, or if we are required to do so by law or the rules of the New Zealand Law Society.

You consent to us collecting, using and disclosing your Information to and from third parties (including credit reporters, investment brokers and government departments) to:

- Meet our obligations under various laws, including the Anti Money Laundering and Countering Financing of Terrorism Act 2009 (including our obligation to complete due diligence and to report suspicious transactions), and the Foreign Account Tax Compliance Act,
- Recover any amounts you may owe us, and
- Use services provided by third parties (including customer survey and data hosting services) to send you legal updates, and to continue providing and improving our service to you.

You acknowledge that Information we share with credit reporters can be used by them to help other third parties decide whether to provide credit to you. You authorise credit reporters to share Information for this purpose.

Communicating with you

We will send communications, newsletters, surveys, notices, invoices and other information to you electronically, unless you tell us otherwise.

While we will take every reasonable precaution to ensure communications and electronic services provided by third parties remain secure and accurate, you acknowledge risks outside our control do exist when communicating

electronically. Therefore we cannot warrant the service or communication will always be accurate or secure.

Managing your documents

We destroy all paper files and documents. We only hold original wills, powers of attorney, leases and their variations, trust deeds and their variations and section 21 agreements. All other executed deeds, agreements, and documents will be returned to you. We may charge you if you require copies of documents we hold.

Setting our fees

When setting fees we consider the following:

- Any estimate of fees we prepared for you, or our fee agreement,
- The time spent, including time investigating facts and researching the law,
- The skill, specialised knowledge and seniority you need; and the experience, reputation and ability of the person advising you,
- The importance of the transaction, the complexity, risk, and results achieved,
- The urgency with which you need us to carry out your instructions,
- The possibility that acting for you may prevent us acting for other clients,
- The reasonable costs of running a practice, and
- The market fee for similar services.

We may at any time vary our rates and fees without the need to notify you. The new rates and fees will apply from the date of variation.

Giving estimates

We will provide a fee estimate for your work if you want us to and we are able to. Our estimates are based on the following assumptions:

- The information you give us about your matter is complete and accurate,
- Your matter will proceed in the manner, and within the timeframes, contemplated in your instructions,
- You give us all other information we require, and respond to our questions in a timely manner,
- There are no prolonged negotiations, and all other parties involved in the matter (including accountants, banks and other lawyers) co-operate and respond in a timely manner,
- No unforeseen issues arise, and
- All consents, approvals and registrations are given or completed in a timely manner.

Our estimates are given in good faith and based on our experience with similar matters. We may charge fees above our estimate if additional work is required, or any of our assumptions prove to be incorrect. If this happens, we will let you know as soon as possible and seek further instructions.

Charging disbursements and expenses

You may have to pay third party costs such as land title registration fees, court fees, rates, barristers' fees, courier, travel or parking costs. We call these costs 'disbursements'. These will be charged separately from our fee, and will be itemised in our invoice.

We also charge for office expenses to cover costs such as printing, photocopying, communications and regulatory compliance.

Paying our invoice

Each invoice is payable on the date and in the manner specified on that invoice, unless we agree an alternative arrangement with you. If a payment is overdue, we may:

- Decline to perform any further work for you until the overdue amount is fully paid,
- Charge you interest on the overdue amount at the rate of 12% per annum, and
- Claim all legal costs and expenses we incur on a solicitor and own client and full indemnity basis associated with recovering the overdue amount.

Unless we agree otherwise, we may require you to pay a retainer of at least \$1,000.00 before we start any work.

We may deduct any fees and other disbursements, expenses and costs for which we have charged you from funds we are holding on trust for you.

If more than one of you is named as our client, then you are all jointly and severally liable for paying our invoice. If the client is a trust or partnership, all the individual trustees or partners are jointly and severally liable for paying each invoice.

Managing funds you pay to us

All funds you pay to us will be held on trust with a registered bank, and will only be paid to third parties in accordance with written instructions from you or from any other person instructing us in connection with the matter.

If you instruct us to place any funds in an interest bearing deposit account, we may charge a fee of up to 5% of the gross interest earned on the funds placed in an interest bearing call deposit account with a registered bank.

If we have placed funds in an interest bearing deposit account, we are required to deduct Resident Withholding Tax (RWT) or Non-Resident Withholding Tax (NRWT) from the interest earned.

Limitations on our liability to you

To the extent permitted by law, our total and combined liability to you in connection with any matter (or various related matters) is limited as follows:

- If any insurance proceeds are paid in respect of the event giving rise to our liability, up to NZ\$7,500,000 (including interest and costs), and
- In any other case, the lesser of NZ\$200,000 and an amount equal to five times our paid fees (excluding disbursements, expenses and GST) for the matter (or various related matters).

This limit on our liability applies to all kinds of liability whether in contract, tort (including negligence) or otherwise. It will apply unless we make an alternative arrangement with you in writing.

If at your request, we provide services to other third parties in the course of any matter (or various related matters) on which you engage us, all of them and you will be subject to this limitation on our liability. You must ensure all those other third parties agree to this.

Client Care and Service Information

The following is the client care and service information we must give you under the Rules of Conduct and Client Care for Lawyers.

When providing legal services we, as your lawyers must:

- Act competently, in a timely way and in accordance with the 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 or visit:

www.lawsociety.org.nz, or telephone: 0800 261 801.

Our professional indemnity insurance

We hold professional indemnity insurance that meets or exceeds the minimum standards specified by the Law Society. The minimum standards applicable from time to time are available from the Law Society's website: www.lawsociety.org.nz.

Lawyers' Fidelity Fund

The Law Society maintains the Lawyers' Fidelity Fund to provide clients of lawyers with protection against losses arising from theft by lawyers. The maximum amount the Lawyers' Fidelity Fund can pay you as compensation is \$100,000.

Except in situations specified in the Lawyers and Conveyancers Act 2006, the Lawyers' Fidelity Fund does not cover a client for loss relating to money that a lawyer is instructed to invest on behalf of the client.

People responsible for your work

We will let you know in writing, the names and status of the people who will have overall responsibility for your matter.

Our complaints procedure

We maintain a procedure for handling any complaints by clients, which is designed to ensure that a complaint is dealt with promptly and fairly. You may refer any complaint either to the person who has overall responsibility for your work, or to our General Manager who can be reached through enquiries@simpsonwestern.co.nz or by telephone on +64 9 486 3058.

The Law Society also maintains a complaints service and you can make a complaint directly to them by calling 0800 261 801. You will be referred to the nearest Complaints Service Office, which provides information and advice about making a complaint.

SIMPSONWESTERN

Takapuna Office Level 3, Takapuna Finance Centre, 159 Hurstmere Road, Takapuna, Auckland 0622

Silverdale Office Corner Millwater Parkway and Polarity Rise, Silverdale, Auckland 0932

Postal Address Private Bag 93533, Takapuna, Auckland 0740

p. 09 486 3058 f. 09 486 2235 simpsonwestern.co.nz

ON
YOUR
SIDE