

Information for Clients

Set out below is the information required by the Rules of Conduct and Client Care for Lawyers of the New Zealand Law Society.

1. Fees

The basis on which fees will be charged is set out in our Letter of Engagement and Terms of Engagement. When payment of fees is to be made is set out in our Terms of Engagement. We may deduct from any funds held on your behalf in our trust account any fees, expenses or disbursements for which we have provided an invoice.

2. Professional Indemnity Insurance

We hold professional indemnity insurance that meets or exceeds the minimum standards specified by the Society. We will provide you with particulars of the minimum standards upon request.

3. Lawyers Fidelity Fund

The 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 \$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.

4. Compliments and complaints

We maintain a procedure for handling any compliments and complaints by clients, designed to ensure that they are dealt with promptly and fairly. If you have a compliment or complaint about our services or charges, you may talk to the person in our firm who has overall responsibility for your work.

If you do not wish to refer your compliment or complaint to that person, or you are not satisfied with that person's response to your enquiry, you may refer your compliment or complaint to the managing partner, Julius Maskell. Julius Maskell may be contacted as follows:

- By letter PO Box 5003, Wellington 6140
- By email Julius@tmf.co.nz
- By telephone +64 4 494 8362

The New Zealand Law Society also maintains a complaints service and you are able to make a complaint to that service. To do so you should contact the Society as follows:

- In person 17 Whitmore Street, Wellington Central, Wellington
- By letter PO Box 5041, Wellington 6140
- By email inquiries@lawsociety.org.nz
- By telephone +64 4 472 7837

5. Persons Responsible for the Work

The names and status of the person or persons who will have the general carriage of or overall responsibility for the services we provide for you are set out in our letter of engagement. We may change the people who carry out the work from time to time.

6. Client Care and Service

The Law Society client care and service information is set out below.

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.
- 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 visit www.lawsociety.org.nz or call 0800 261 801.

7. Limitations on extent of our Obligations or Liability

Any limitations on the extent of our obligations to you or any limitation or exclusion of liability are set out in our Letter of Engagement and in our Terms of Engagement.

Terms of Engagement

These Standard Terms of Engagement apply in respect of all work carried out by us for you, except to the extent that we agree otherwise in writing.

1. Services

The services which we are to provide for you are outlined in our engagement letter and any further instructions that you may provide to us. Part or all of your instructions may be delegated to other professionals in our firm.

2. General

These Terms apply to any current engagement and also to any future engagement, whether or not we send you another copy of them. We are entitled to change these Terms from time to time. A copy of the current terms are available on our website. Our relationship with you is governed by New Zealand law and New Zealand Courts have exclusive jurisdiction.

3. Your Obligations

You need to provide us promptly with all relevant information available to you about the services that we are to provide to you, and keep us updated should any circumstances change. We will not check the accuracy of information provided to us unless it is specifically agreed in writing that we are to do so. We are not responsible for any loss or damage as a result of delays in disclosure or non-disclosure. We cannot and do not guarantee outcomes or results.

4. Fees

The fees which we will charge or the manner in which they will be arrived at, are set out in our engagement letter. If the engagement letter specifies a fixed fee, we will charge this for the agreed scope of our services. Work which falls outside that scope will be charged on an hourly rate basis. We will advise you as soon as reasonably practicable if it becomes necessary for us to provide services outside the agreed scope and if requested, give you an estimate of the likely amount of the further costs. GST (if any) is payable by you on our fees and charges. We may adjust all fees to ensure they take into account all matters set out in Rule 9 of the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008.

5. Chargeable work

For work charged on an hourly rate basis we record time in 6 minute units. Work that we may record time for includes (but is not limited to) time spent: preparing for and meeting with you; telephone discussions with you and on your behalf; attendances on representatives of other parties; considering the issues relevant to you; researching the law relating to your

matter; reading and considering relevant information (including, letters, contracts, emails and other documents); dictation, drafting, editing and checking of documents; supervision of staff members, dealing with third parties, obtaining assistance from other providers or experts, time spent travelling.

6. Disbursements and expenses

In providing services, we may incur disbursements which are payments to third parties on your behalf. The actual amounts paid out will be included in our account to you in addition to our fee. We may require an advance payment for disbursements or expenses which we will be incurring on your behalf.

7. Office Services

We charge a fee for in-house office services of \$50 which is payable on each invoice. This is a fee we charge to cover general office expenses (such as photocopying, printing, postage, and phone calls), not a disbursement paid to a third party.

8. Invoices

We will send interim invoices to you, usually monthly and on completion of the matter, or termination of our engagement. We may also send you an invoice when we incur a significant expense or a specified event occurs.

9. Payment

Invoices are payable within seven (7) days of the date of the invoice, unless alternative arrangements have been made with us. You agree that interest is payable on any amount which is overdue. Interest will be calculated at the rate of 1% per month on the full outstanding balance. Interest is payable until all fees disbursements expenses and other charges are paid in full including after judgment. If you have difficulty in paying any of our accounts, please contact us so that we can discuss payment arrangements.

10. Deductions

You irrevocably authorise us to without further notice to you deduct our fees and other expenses from any funds held in our trust account on your behalf on provision of an invoice to you, unless those funds are held for a specified purpose.

11. Security

We may ask you to pre-pay amounts to us, or to provide security for our fees and expenses. You

authorise us to debit against amounts pre-paid by you; and to deduct from any funds held on your behalf in trust account (including funds held on other matters for which we act for you), any fees, expenses or disbursements for which we have provided an invoice.

12. Guarantee

If our client is a company, trust, or other such entity then the directors, trustees, or officers of that organisation who sign our Letter of Engagement by doing so in addition to binding the entity also personally guarantee all obligations that the entity may from time to time have to us on the following terms:

- (a) The guarantors hereby unconditionally and irrevocably guarantee the due, proper and punctual payment by the client of all sums which are now owing or may from time to time become owing to us by the client whether or not the liability of the client is or has become void or unenforceable for any reason and whether or not the foregoing provisions of these terms are void or unenforceable against the guarantor for any reason; and
- (b) The guarantor agrees to be bound as principal debtor and no granting of time or credit or extension of former credit by us, nor any neglect to sue will in any way abrogate, diminish or release the guarantor from their obligations; and
- (c) This guarantee will remain in full force and effect until we grant a written release to the guarantors upon the whole of the moneys hereby secured and all of the obligations hereby secured having been paid, satisfied or performed, and will not be discharged by the receivership, liquidation, bankruptcy or death of the client or the guarantor.

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

14. Collection Costs

If you do not pay our invoices, we will be entitled to stop working for you and to take legal action against you for payment of the invoice and all associated costs of collection including actual legal costs and disbursements. Should we elect to undertake such legal action ourselves you are still required to pay our actual legal costs as if we had instructed another solicitor.

15. Confidentiality

We will subject to these terms of engagement hold in confidence all information concerning you or your affairs that we acquire during the course of acting for you. We will not disclose any of this information to any

other person except to the extent necessary or desirable to enable us to carry out your instructions; or to the extent required by law or by the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008; or unless you authorise us to do so.

Confidential information concerning you will as far as practicable be made available only to those within our firm who are providing legal services for you. We will not disclose to you confidential information which we have in relation to any other client.

16. Privacy

We may use any information we hold concerning you or your affairs for verifying your identity; management and resolution of any complaint in which you are involved; carrying out credit reference or credit management; direct marketing to you; and other business purposes to assist us in providing our services to you. We also have the right to make and keep an audio recording of any telephone discussion we have with you or on your behalf.

We will provide to you on request copies or originals (at our option) of all documents to which you are entitled under the Privacy Act 2020 or any other law. We will charge you our reasonable costs for doing this on an hourly rate and per copy basis.

17. Regulatory and Compliance disclosures

In certain situations, we may be required by law to provide New Zealand or overseas authorities (including New Zealand or overseas tax or revenue authorities) with details of, or information about, funds that we are holding on your behalf. You hereby authorise us to collect, hold, use, and disclose information as required for us to fulfil our regulatory obligations for conveyancing, anti-money laundering and countering funding of terrorism (AML/CFT), Prescribed Transaction Reporting (PTR), Foreign Account Tax Compliance Act (FATCA), Automatic Exchange of Information (AEOI) and Common Reporting Standard (CRS), or other regulatory purposes. If you have any queries about the circumstances under which this may occur, please contact any of the partners at Tripe Matthews Feist.

18. Verification of Personal Information

We have obligations under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 and the Financial Transactions Reporting Act 1996 to collect from you and retain information required to verify your identity and in some circumstances your source of wealth and your source of funds. We are unable to act for you until we hold and have verified this information. We may therefore require you to show us evidence verifying your identity (such as a passport or driver's licence) and your source of wealth

and your source of funds. We are required to retain copies of these documents. We may also perform such other customer verification checks as to your identity and checks as to the source of any funds associated with any transaction to which our services relate as we consider to be required by law.

We have further responsibilities under this legislation to report certain transactions and suspicious activity to the New Zealand Police. We are generally not permitted to notify the client that such a report has been made. Reportable transactions include (but are not limited to) International money transfers with a value of over NZD \$1,000 and cash transactions with a value of over NZD \$10,000. For each reportable transaction that we process we may charge a fee of up to \$35 to recover the administration cost of the reporting.

19. Termination

You may terminate our retainer at any time. We may terminate our retainer in any of the circumstances set out in the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008. If our retainer is terminated you are still responsible to pay us all fees due up to the date of termination and all expenses incurred up to that date. You are also required to pay all fees, disbursements and expenses reasonably incurred by us in terminating our involvement.

20. Retention of Files and Documents

We keep a record of all important documents which we receive or create on your behalf. At any time, we may dispose of documents which are duplicates, or which are trivial. It is our current policy to retain such documents in hard copy for at least three (3) years after our engagement ends. We will hold electronic copies of those documents for at least seven (7) years after our engagement ends. We charge a fee of \$35 per matter for File storage and Archiving to cover the costs of scanning and physical and digital storage. You authorise us (without further reference to you) to destroy or delete all files and documents (other than any documents that we hold in safe custody for you) seven (7) years after our engagement ends.

21. Conflicts of Interest

We have procedures in place to identify and respond to conflicts of interest. If a conflict of interest arises we will advise you of this and follow the requirements and procedures set out in the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008.

22. Duty of Care

Our duty of care is to you and not to any other person. We accept no liability to any other person, unless we expressly agree in writing. Our advice is opinion only, based on the facts known to us and on our

professional judgement, and is subject to any changes in the law after the date on which the advice is given. We are not liable for errors in, or omissions from, any information provided by third parties. Our advice relates only to each particular matter in respect of which you engage us. Once that matter is at an end, we will not owe you any duty or liability in respect of any related or other matters unless you specifically engage us in respect of those related or other matters.

23. Copyright and use of advice

We own copyright in all documents or work we create in the course of performing services but grant you a non-exclusive licence to use and copy the documents as you see fit for your own personal or commercial use. However, you may not permit any third party to copy, adapt or use the documents without our written permission. Our advice is not to be referred to in connection with any prospectus, financial statement, or public document without our written consent.

24. Trust Account

We maintain a trust account for all funds which we receive from clients (except monies received for payment of our invoice). A full record of our trust account is kept at all times. A statement of trust account transactions detailing funds received and payments made on your behalf will be provided to you periodically and at any time upon your request. If we are holding significant funds on your behalf, we will normally lodge those funds on interest-bearing deposit with a bank. In that case, we will charge a commission of 7.5% of the interest derived. We also require you to complete a Foreign Tax Residency Form. If you do not complete the Foreign Tax Residency Form we are unable to lodge funds on interest-bearing deposit for you. We may charge a fee of \$25 per client to lodge funds on interest bearing deposit to cover the costs of collecting storing and reporting the Foreign Tax Residency information.

25. Limitations on our Obligations or Liability

Our obligations to you are restricted to the matters set out in the Services to be provided section of our Letter of Engagement. Unless specifically set out in the Services to be provided section of our Letter of Engagement we do not provide advice on tax matters. We recommend that separate tax advice be obtained from a specialist where appropriate.

To the extent allowed by law, our aggregate liability to you (whether in contract, tort, equity or otherwise) in connection with professional services is limited to the amount available to be payable under the Professional Indemnity Insurance held by the firm. For all other obligations our liability to you is limited to the amount of our fees for that engagement which have been invoiced and paid in full by you.