

## Terms of engagement

These are the terms of how we'll work together. They start when you give us instructions to act for you – you don't need to sign anything. We'll update them when needed, and publish the most recent terms on our website.

**What we do and don't do** We provide legal advice and representation. We don't provide investment or tax advice. When we start work together, we'll usually provide a Letter of Engagement that confirms the scope of our work.

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**Who can give us instructions**  
*(unless you tell us otherwise in writing)*

- For a company – any director, officer, or other person you authorise
- For a trust – any trustee or officer
- For a partnership – any partner or officer
- For a couple in a transaction – we can accept instructions from either of you

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**Ending our work together** You can end our work together at any time, and so can we.

You need to pay all fees for work done, and we might charge a cancellation fee as explained below.

We might end our work together if we have good cause, and we'll give you reasonable notice. Good cause might include you:

- instructing us to act in breach of our professional obligations
- not paying your fees
- misleading us
- posing a health and safety risk to us
- not giving us instructions within necessary timeframes
- acting against our advice in ways that we consider reckless or not aligned with our professional obligations

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**Confidentiality** Your work with us and all information related to it is confidential except:

- when we need to share information to do the work for you
- when we're required by law or by the Law Society's Rules of Conduct and Client Care for Lawyers
- information your auditor asks us for (agreeing to these terms means you give us this permission, and agree to pay our fee for that work)

We also won't disclose any other client's confidential information to you.

DTI staff might have other roles (like directors, trustees, or in governance). Any information they receive in those roles will remain private to them. They and the firm are not obliged to share that information with you.

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**Holding your records** We hold on to your records (physically or digitally) for 7 years after our work ends. After 7 years we'll destroy them.

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**Intellectual property** We own all intellectual property that we create while working for you. You can't reproduce or share our intellectual property without our permission.

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**Conflicts of interest**

We will:

- use in-house procedures to identify and respond to legal conflicts of interest
  - advise you if one arises, and discuss with you how we should proceed
  - take on clients who might be your competitors or have other non-legal interests that conflict with yours. We can do this because we do not share information between clients (as explained above).
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**Our duty of care**

When we work for you, we have a duty of care to you and you only. This means no one else should rely on the advice we give you unless we say so in writing.

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**Email communications**

Email is our most common method of communicating with you. Please let us know if you have other needs. We all know IT systems aren't perfect, but we do our best to keep everything secure and reliable. We don't accept any responsibility and are not liable for any damage or loss due to email problems, outages, viruses, or corruption.

If you get an email that says it's from us but you're not sure, please call to check.

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**New Zealand jurisdiction**

Our relationship with you is governed by New Zealand law and the New Zealand courts have exclusive jurisdiction.

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**Anti-money laundering and identification required**

We have an obligation to comply with all laws including:

- Anti-Money Laundering and Countering Financing of Terrorism Act 2009
- laws relating to tax reporting and withholding

That means we need to do our due diligence looking into you, your entity, anyone acting on your behalf, and anyone (like beneficial owners, beneficiaries of a trust) who might be in a position to influence your decision-making. This is especially important if we have any of your funds pass through our trust accounts. We might not be able to act for you until we've finished our due diligence.

If you are	We need
Company (NZ / Foreign)	Certificate of Incorporation
Trust	Trust Deed
Partnership	Partnership Deed
Individual	Passport (NZ / Foreign) or National Identity Card
Other	Constitutional documents (if applicable), documents confirming Directors /Officers /Trustees

## Our fees

### How we calculate our fees

We charge fees we believe are fair and reasonable. We consider:

- The time, expertise, and complexity involved
  - How much responsibility and risk we are taking on (like a high property value, for example)
  - How important and valuable the matter is to you, and the results we're able to get
  - How urgent the matter is – whether the urgency is yours or another party (like the Court)
  - How taking on your work might impact on or stop us from taking on other clients
  - Market rates and the reasonable costs of running our practice
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### Fee estimates

When we talk to you about our fees, we'll always make it clear if we're quoting you a fixed amount or an estimate. We base our fee estimates on our experience with similar work, but they are still only a guide.

Sometimes, after a matter is finished, there can be some small duties to carry out. We'll let you know if these come up, and we'll charge an hourly rate.

If we can see at any time that your work is going to cost more than expected, we'll let you know as soon as possible.

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### Hourly rates

We charge different hourly rates depending on which lawyer is carrying out your work. We'll tell you those rates in our Letter of Engagement. We review our rates regularly. We bill our work in 6-minute units, with time rounded up to the nearest 6 minutes.

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### Cancellation fee

If a large commitment gets cancelled at short notice (like a mediation or hearing) and we've worked to prepare for it, we'll charge a cancellation fee. This includes if your matter gets resolved early (so the commitment isn't needed anymore). We do this because when we expect to carry out a large piece of work for you, we turn down or postpone other client work. That's lost income.

We charge this fee at the Director's hourly rate based on at least 7 hours per day.

We'll also consider the factors stated in the Rules of Conduct and Client Care for Lawyers, Chapter 9.1, Rule 9.1(a) – (m).

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### Other things we'll charge for

If doing work for you means we have to pay for things, we'll pass those costs on to you. We'll usually just send you an invoice when the expense happens. Sometimes, we might ask you to pay for things up front (like court fees, filing fees, registration fees, mileage, air travel, accommodation, fees for agents, experts, and other professionals).

We also charge for office expenses like couriers, photocopying, retrieving information, online searches, dictation, and phone charges. We call these *disbursements*.

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<b>GST</b>	We charge GST on our services and fees.
<b>Invoices</b>	We'll send you an invoice every month and a final one when we finish the work. We might invoice you for some disbursements (see above) before they're due to a 3 <sup>rd</sup> party.
<b>Payment of invoices</b>	Invoices are due for payment within 14 days.
<b>Overdue invoices</b>	<ul style="list-style-type: none"> <li>• Please talk to us first. We're happy to work with you.</li> <li>• 7 days overdue – we'll start charging interest at 5% p/a above the NZ 90-day bank bill rate, compounded monthly.</li> <li>• 14 days overdue – we'll start proceedings to recover the overdue amount plus the interest. We'll also stop work and hold on to your files until you've paid this bill.</li> <li>• If we need to pay a collections service, we'll pass those costs on to you.</li> </ul>
<b>Prepayment of fees</b>	<p>We might ask you to pre-pay fees or provide us with security. When you instruct us to work for you (and so accept these terms), you give us permission to:</p> <ul style="list-style-type: none"> <li>• deduct our fees and disbursements from any funds we are holding for you in our trust account (see below)</li> <li>• deduct our fees and disbursements from your pre-paid fees or security</li> </ul>
<b>Third party payment of fees</b>	If a 3 <sup>rd</sup> party is going to pay your invoice, and even if we make the invoice out to them at your request, you are still responsible for payment of the invoice.
<b>Trust account</b>	<p>Here's what you need to know about our trust account.</p> <p><b>Depositing your funds</b></p> <ul style="list-style-type: none"> <li>• Any money we receive goes in here, except invoice payments</li> <li>• If we're holding a large amount of money for you, we'll put it in an interest-bearing account and charge an administration fee of 5% of the interest earned</li> </ul> <p><b>Paying out your funds</b></p> <ul style="list-style-type: none"> <li>• We need written authorisation to pay funds to you or anyone else (not by email, but fax is ok)</li> <li>• We pay funds by cheque</li> <li>• We'll only make payments after funds have cleared</li> <li>• We'll provide a receipt if you ask for one</li> </ul>

## Information required by the Rules of Conduct and Client Care for Lawyers of the New Zealand Law Society

<b>Professional Indemnity Insurance</b>	We hold professional indemnity insurance that meets or exceeds the minimum standards specified by the Law Society. Ask us for details.
<b>Limits to our obligations or liability</b>	We'll specify any limitations to our obligations to you, or any exclusion of liability, in our Letter of Engagement.
<b>Lawyers Fidelity Fund</b>	You are protected against losing any money because of us being dishonest. This is through the Lawyers Fidelity Fund, and it has a limit of \$100,000. The fund doesn't cover you for if we invest your money according to your instructions, except in certain circumstances specified in the Lawyers and Conveyancers Act 2006.
<b>Complaints</b>	<p>We care about you being happy with our services. We invite you to first let us know if you're concerned or unhappy by speaking directly to the person handling your work, or their manager.</p> <p>You can also contact one of the directors at:</p> <p style="text-align: center;">xxxxxxxxxx</p> <p>You also have the option of contacting the Law Society's Lawyers Complaints Service on 0800 261 801.</p>
<b>Client Care and Service</b>	<p>We must:</p> <ul style="list-style-type: none"><li>• Act competently, in a timely way and in accordance with instructions received and arrangements made.</li><li>• Protect and promote your interests and act for you free from compromising influences or loyalties.</li><li>• Discuss with you your objectives and how they should best be achieved.</li><li>• Provide you with information about the work to be done, who will do it and the way the services will be provided.</li><li>• Charge you a fee that is fair and reasonable and let you know how and when you will be billed.</li><li>• Provide you with clear information and advice.</li><li>• Protect your privacy and ensure appropriate confidentiality.</li><li>• Treat you fairly, respectfully and without discrimination.</li><li>• Keep you informed about the work being done and advise you when it is completed.</li><li>• Let you know how to make a complaint and deal with any complaint promptly and fairly.</li></ul> <p>Our obligations to you are described in the Rules of Conduct and Client Care for Lawyers. They can sometimes be overridden by our obligations to the courts and the justice system. If you have any questions please visit <a href="http://www.lawsociety.org.nz">www.lawsociety.org.nz</a> or call 0800 261 801.</p>