

Terms of Engagement And Our Client Care Commitment

Introduction

We value our relationship with you and we believe that it is important that you are aware of and understand our terms of engagement.

These terms apply to all legal services provided by us now and in the future unless we provide you with new terms of engagement.

There is no need for you to sign these terms of engagement in order to accept them. We will take your continued instructions as acceptance of these terms. If you have any questions, please contact the solicitor responsible for your file.

The services which we are to provide for you from time to time will be outlined in a letter of engagement which we will provide to you for each new matter.

Our Relationship with You

Purnell Lawyers is committed to serving you professionally and ethically. Whatever legal services we are providing for you, 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 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.

Please note we do not give any advice as to investments.

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

Confidentiality

We will 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:

- a) to the extent necessary or desirable to enable us to carry out your instructions; or
- b) to the extent required by law or by the Law Society's Rules of Conduct and Client Care for Lawyers.

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 of course, not disclose to you confidential information which we have in relation to any other client.

Financial Information

Fees

Our fees will be charged on the basis that they will be fair and reasonable, having regard to the circumstances of the matter and the nature of our work for you. While the time and resources involved will be important factors, we will also consider the results achieved and the urgency, skill level, complexity, responsibility and specialist knowledge involved.

Where our services are calculated on an hourly basis, the rates for solicitors and other members of the professional staff reflects experience, specialisation and level of professional attainment. Our present hourly rate for partners and senior solicitors is \$350 plus GST and for junior solicitors \$250.00 plus GST. To the extent that legal assistants are involved, their hourly rate is \$150.00 plus GST.

An estimate of our fee based on your instructions and facts known at the time will, where practicable, be provided in our letter of engagement. The original estimate could vary beyond our control if circumstances change – if the change is significant, we will advise you and ask for your instructions to proceed further.

We charge a separate fee in respect of work required to ensure compliance with our obligations pursuant to anti-money laundering legislation and in respect of reporting requirements for international fund transfers. The fee will depend on a range of factors including the number of clients or associated entities, the structuring of corporate clients or trusts, and whether a client has a past relationship with this firm (in which case some requirements might already be met at the commencement of a new retainer). You will be informed of the fee in writing in a timely fashion.

Disbursements and expenses

In providing services we may incur disbursements or have to make payments to third parties on your behalf. These will be included in our invoice to you when the expense is incurred. We may require an advance payment for the disbursements or expenses which we will be incurring on your behalf.

Office Service Charge Fee

In addition to disbursements, we charge a fee of \$45 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.

Invoices

We will usually invoice on completion of the matter or termination of our engagement. We may send interim invoices when appropriate or when we have incurred a significant expense.

Payment

Invoices are payable within 14 days of the date of the invoice, unless alternative arrangements have been made with us.

You authorise us to deduct our account once invoiced, from any funds held on your behalf.

Interest shall be charged on any amount which is more than 7 days overdue. Interest will be calculated at the rate of 15% per annum compounding monthly. You shall also be liable to pay all costs incurred by us in recovering outstanding amounts from you including full indemnity legal costs. In the event that our firm performs the legal work involved in recovering the outstanding amount from you we shall be entitled to claim full legal costs being the amount that we would have had to pay another law firm to perform the same work.

Trust Account

We maintain a trust account for all funds which we receive from clients (except monies received for payment of issued invoices). 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 an administration fee of 5% of the interest derived.

Funds on Interest Bearing Deposit (IBD)

We are registered as an active NFFE (Non-Financial Foreign Entity) in accordance with the United States Foreign Account Tax Compliance Act (FATCA). If we place your funds on Interest Bearing Deposit we will require further information from you to establish if you are a specified US Person. If you fail to supply this information your details will be reported under the inter-governmental agreement.

Professional Indemnity Insurance

We hold Professional Indemnity Insurance which meets or exceeds the minimum standards specified by the Law Society. We will provide you with particulars of the minimum standards upon request.

The Lawyer's Fidelity Fund

The Law Society maintains the Lawyers' Fidelity Fund for the purpose 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.

Retention of files and documents

You authorise us (without further reference to you) to destroy all files and documents for this matter (other than any documents that we hold in safe custody for you) 7 years after our engagement ends, or earlier if we have converted those files and documents to an electronic format.

Compliance

We are obliged to comply with all laws applicable to us in all jurisdictions, including (but not limited to):

- Anti-money laundering (AML) and countering financing of terrorism (CFT) laws; and
- Laws relating to tax and client reporting and withholdings

We are required to undertake customer due diligence on you, persons acting on your behalf and other relevant persons such as beneficial owners and controlling persons. We may not be able to begin acting, or to continue acting, for you until that is completed. **Part of this customer due diligence includes knowing your source of wealth. We will ask you to provide us with this information.**

To ensure our compliance and yours, we may be required to provide information about you, persons acting on your behalf or other relevant persons to third parties (such as government agencies). There may be circumstances where we are not able to tell you or such persons if we do provide information.

Please ensure that you and/or any of the persons described previously are aware of and consent to this. It is important to ensure that all information provided to us is accurate. If the information required is not provided, or considered by us to be potentially inaccurate, misleading, or in contravention of any law, we may terminate or refuse to enter into an engagement.

Conflicts of Interest

We are obliged to protect and promote your interests to the exclusion of the interests of third parties and ourselves as set out in the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008 (Rules).

We have procedures in place to identify and respond to conflicts of interest or potential 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 Rules. This may mean we cannot act for you further in a particular matter and we may terminate our engagement.

If you have a Complaint

We maintain a procedure for handling any complaints by clients, designed to ensure that any complaint is dealt with promptly and fairly.

If you have a complaint about our services or charges, you may refer your complaint to the person in our firm who has overall responsibility for your work.

If you do not wish to refer your complaint to that person, or you are not satisfied with that person's response to your complaint, you may refer your complaint to any of the Partners of Purnell Lawyers.

The Partners may be contacted as follows:

- by letter;
- by email at hayley@purnell.nz or brenda@purnell.nz;
- by telephoning them at 07 868 8680.

The 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

You may terminate our retainer at any time. We may terminate our retainer in any of the circumstances set out in the Law Society's Rules of Conduct and Client Care for Lawyers.

If our retainer is terminated, you agree to pay us all fees due up to the date of termination and all expenses incurred up to that date.

Feedback

Client satisfaction is a primary objective of Purnell Lawyers and feedback from clients is very helpful for us. If you would like to comment on any aspect of the service provided, please contact the partner responsible for your file.