

Client Care and Service: Thankyou for instructing me to act for you in relation to this matter. In accordance with the Rules of Conduct and Client Care I 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, 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.*

Services provided: the services I will provide for you are outlined in my letter of engagement.

Duty of Care: My duty of care is to you and not to any other person. Before any other person may rely on our advice, we must expressly agree to this in writing.

Fees: Fees will be charged based on NZLS guidelines which set out the relevant factors as follows:

- the time and labour expended;
- the skill, specialised knowledge, and responsibility required to perform the services properly;
- the importance of the matter to the client and the results achieved,
- the urgency and circumstances in which the matter is undertaken and any time limitations imposed, including those imposed by the client;
- the degree of risk assumed by the lawyer in undertaking the services, including the amount or value of any property involved;
- the complexity of the matter and the difficulty or novelty of the questions involved;
- the experience, reputation, and ability of the lawyer;
- the possibility that the acceptance of the particular retainer will preclude engagement of the lawyer by other clients;
- whether the fee is fixed or conditional (whether in litigation or otherwise);
- any quote or estimate of fees given by the lawyer;
- any fee agreement entered into between the lawyer and client;
- the reasonable costs of running a practice;



- the fee customarily charged in the market and locality for similar legal services.

Any estimate provided is based on information provided by you, and is an estimate only, not a quote, as the actual work undertaken may not entirely match the details on which it was based.

Invoices will be issued monthly and/or on completion of the matter or termination of engagement. Payment is required within 14 days of the date of the invoice, unless an alternative arrangement is made. Interest may be charged on any amount more than 7 days overdue from the date on which the payment was due, at the rate of 1% per month, compounding, as well as any costs of recovery. I reserve the right to stop work on your matters until appropriate arrangements are made to return your account to good standing.

In providing services I may incur disbursements (search fees, registration fees, form fees, courier charges etc) or have to make payments to third parties on your behalf. These will be included in my invoice to you when the expense is incurred. I may require an advance payment for such disbursements or expenses.

If instructions are received from you in your capacity as a Director or Shareholder of a company, Settlor or Trustee of a trust or estate or on behalf of any third party, such instructions are accepted on the basis that you remain personally liable for payment of my fees and expenses if the third party fails to pay, even though invoices may at your request or with your approval be directed to the third party. Where instructions are received from more than one client jointly, such clients will be jointly and severally liable for payment of my fees and expenses.

You authorise the deduction of fees and expenses from funds held in our Trust Account on your behalf on provision of an invoice to you, unless those funds are held for a particular purpose.

Trust Account: I maintain a Trust Account with ASB for all funds received from clients. If I am holding significant funds on your behalf I will, after consultation with you, place these on interest bearing deposit. I do not charge any commission for doing so.

Before making payment to my account, unless given this account number *in person* please *phone* to confirm the number (emails may have been intercepted and

tampered with) or check it against that shown on my website www.gracelegal.co.nz.

For property and financing transactions where payment of funds is required by you, cleared funds must be deposited to my Trust Account no later than the day prior to the settlement date.

Limitations: I am not qualified to provide:

- tax advice;
- investment advice; and/or
- advice on foreign laws.

Should you need advice on any of these matters I can assist in finding an appropriate advisor.

Professional Indemnity Insurance: I hold indemnity insurance that meets or exceeds any minimum standards from time to time specified by the Law Society.

Fidelity Fund: The NZLS maintains the Lawyers Fidelity Fund for the purpose of providing protection against pecuniary loss arising from theft by lawyers. The maximum amount payable by this fund as compensation to an individual claimant is \$100,000. Except in certain circumstances, 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.

Comments and Complaints: Client satisfaction is one of my primary objectives and feedback from clients is welcomed. If you would like to comment on any aspect of the service provided, please contact me.

If you have any concerns or complaints about my services, please raise them as soon as possible. I will respond to your concerns as soon as possible. If you are not satisfied with the way I have dealt with your complaint, the New Zealand Law Society has a complaints service to which you may refer the issue. You can call the 0800 number for guidance, lodge a concern or make a formal complaint. Matters may be directed to:

Lawyers Complaints Service
PO Box 5041
Wellington 6140
New Zealand

Phone: 0800 261 801
www.lawsociety.org.nz
Email: complaints@lawsociety.org.nz

Confidentiality: Over the course of your involvement with Grace Legal, I may collect and hold personal information concerning you in order to carry out your instructions. Failure to provide information may preclude me from providing services to you or limit the quality of the services provided.

All information concerning you or your affairs that is acquired during the course of acting for you shall be held by Grace Legal in confidence, disclosed only:

- to the extent necessary or desirable to enable us to carry out your instructions; or
- as required by law

You have the right to access to and correct your personal information.

Anti-Money Laundering: Under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 ("the Act") I am required to perform customer due diligence. This includes verifying your identity, address, and in some circumstances the source of funds for a transaction or source of wealth of your entity. You authorise me to collect information from you, and use that information, to undertake customer due diligence and carry out any ongoing monitoring under the Act. You acknowledge that I cannot act (or continue to act) for you or complete any transactions through my Trust Account for you, until customer due diligence is complete.

Destruction of files: You authorise me, without further reference to you, to destroy all files and documents (other than those held in safe custody for you) 7-10 years (determined by legal requirements) after the completion of a matter or earlier if converted to an electronic format.

Conflicts of interest: Procedures are 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 Law Society's *Rules of Conduct and Client Care for Lawyers*.

Termination of retainer: You may terminate our retainer at any time. I may terminate our retainer in any of the circumstances set out in the NZLS Rules of Conduct and Client Care for Lawyers. If our retainer is terminated, you must pay all fees and expenses up to the date of termination.

These terms of engagement apply to any current engagement, and future engagements, whether or not I send another copy. Terms may be changed from time to time, in which case amended terms will be sent. If you would like to discuss any of these terms, please do not hesitate to contact me. Your instruction to continue with your matter is a deemed acceptance of these terms.

I value your instructions in this matter, and look forward to their successful completion, and an ongoing relationship with you.