

Terms of Engagement

These terms apply to all services including subsequent services carried out by Complete Legal Limited on your behalf whether or not we send you another copy of them. We are entitled to change these Terms from time to time, in which case we will send you amended Terms.

- 1. Confidentiality:** We may collect and hold information about you for the purposes of: providing our services; obtaining credit information or other references; or advising you about issues that may affect you. Under the Privacy Act 1993 you may access the information we hold, a reasonable fee may be charged for providing this information to you. We will keep confidential all information concerning you or your affairs which we acquire while acting for you. We will not disclose any of this information except:
 - as authorised by you, or
 - as is necessary or desirable to carry out your instructions, or
 - as necessary to protect our interests in respect of any complaint or dispute, or
 - We may disclose your name and contact details to a credit agency to perform a credit reference or to undertake credit management processes if we deem it necessary to do so, or
 - as required by law or the New Zealand Law Society's Rules of Conduct & Client Care.Unless otherwise agreed, we may communicate with you and with others by electronic means. We cannot guarantee that these communications will not be lost or affected for some reason beyond our reasonable control, and we will not be liable for any damage or loss caused thereby.
- 2. How we set our fees:** Unless we have provided you with a fixed fee quote or come to another arrangement in writing then hourly fees will be calculated and may be adjusted (upwards or downwards) to ensure the fee is fair and reasonable taking in to account: the time and labour expended; the skill, specialised knowledge and responsibility required; the project's importance, complexity, urgency or risk; the need for a third party to rely on our advice; reasonable costs of running a practice and any other factors unique to the transaction. Full details of the relevant fee factors are set out in Rule 9 of the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008 (Rules). We will provide an estimate of our fee if requested. We will advise you if we have to provide additional services outside the agreed scope and, if requested, give you an estimate of the likely amount of further costs. GST is payable by you on our fees and charges.
- 3. Disbursements and Sundry Costs:** We may have to pay disbursements to third parties such as LINZ, Companies Office, Ministry of Justice, LIM fees, couriers etc. Usually we will require an upfront payment to cover these expenses. We may charge a separate office fee (sundries) to cover costs of printing, photocopying, communication and travel/parking charges.
- 4. Terms of Payment:** We will generally send you an invoice periodically, usually this will be monthly or after a significant event such as a court date with a final invoice upon completion of each matter, unless we have agreed upon a different arrangement in writing. Accounts are payable within 14 days of invoice date. We accept payment by cash, cheque, EFTPOS, credit card or internet banking. Any agreement to a request for payment terms outside our standard 14 days will be binding on us only if approved in writing by a Director. If the account is not paid by the due date and we have received no satisfactory explanation we may, without further notice to you:
 - Charge interest on the overdue amount at the payable at 19.95% per annum calculated daily from the date of default until the date of payment in full. Even where interest has not been added to previous statements, we reserve the right to add interest at any stage while money remains outstanding.
 - Initiate action to recover the debt, including court proceedings, this will be at your expense (including time in preparing any proceedings).
 - Stop acting for you.
- 5. Security and Authority to deduct:** We may ask you to pre-pay amounts to us, or to provide security for our fees and expenses. You authorise us to deduct fees, expenses, or disbursements, for which we will provide an invoice, from funds held on your behalf in our trust account (unless those funds were provided for a particular purpose).
- 6. 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, you will remain responsible for payment to us if the third party fails to pay us.
- 7. Trust Account:** We will maintain a trust account for all funds we receive from you or on your behalf. If we are holding significant funds for you for more than a short period of time we will at our discretion, place them on interest bearing deposit for your benefit - Interest earned from call deposits, less withholding tax, will be credited to you. 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.
- 8. Professional Indemnity Insurance & Fidelity Fund:** We hold professional indemnity insurance which meets or exceeds the minimum standards specified by the New Zealand Law Society. Our liability for any claim for loss by you shall be limited to the amount covered by our



professional indemnity insurer, details of which we will provide to you upon request. The Law Society maintains the Lawyers' Fidelity Fund for the purpose of providing clients of lawyers with protection against loss arising from theft by lawyers. The maximum amount 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.

9. AML/CFT/FATCA: 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, the US Foreign Account Tax Compliance Act 1994 (FATCA) and laws relating to tax and client reporting and withholdings. We may be required to undertake customer due diligence (CDD) on you but also 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. To ensure compliance, we may be required to provide information we collect to third parties (such as government agencies or banks). There may be circumstances where we are not able to tell you of such persons if we do provide information you hereby authorise us to provide such information as is necessary to ensure our compliance with the law.

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. From time to time we may require reconfirmation or updates to such information and documents to ensure they are current. Our acceptance of your instructions and entry into a business relationship is conditional upon provision by you of all documentation required by us to fulfil our obligations under the law. Our time in attending to compliance will be recorded on a time an attendance basis and included within our invoices, unless specifically requested by you this will not be invoiced separately.

10. Complaints: We take clients' complaints seriously and maintain a procedure to ensure that the problem is dealt with fairly and promptly. In the first instance you should contact the lawyer who is handling or overseeing your matter. If you do not wish to refer your complaint to that person or you are

not satisfied with that person's response, please contact any of our Directors. If you are still not satisfied with the response from our firm you can make a formal complaint to the New Zealand Law Society, contactable on 0800 261 801, complaints@lawsociety.org.nz or through their website <https://www.lawsociety.org.nz/for-the-public/complaining-about-a-lawyer/>.

11. Conflict of Interest: If a legal conflict of interest arises in relation to any matter on which you have instructed us, we will contact and consult with you as soon as possible and follow the procedures set out in the Law Society's Rules of Conduct and Client care.

12. Joint and Several Liability of Agent: Where the engagement has been entered into by an agent on behalf of the client the agent and the client will be jointly and severally liable for all payments due to us under the engagement.

13. Termination: You may terminate our engagement at any time. If our engagement is terminated you must pay us all fees and expenses due up to the date of termination. We may terminate our engagement for reasons set out in the Rules of Conduct and Client Care.

14. Guarantee: If the client is a company or trust, the authorised signatory of the client irrevocably guarantees and promises to pay as principal debtor all amounts owed by the client to us and acknowledge this guarantee may be enforced directly by us without first needing to pursue remedies against the client.

15. Retention of files and documents: You authorise us to destroy all files and documents (other than documents held in safe custody for you) immediately after the engagement ends where we have converted those files and documents to an electronic format. You may uplift your physical files at any time prior to destruction. You can request a copy of our electronic file at any time. Any deeds, wills or other records we agree to store for you will be kept until we reasonably decide this is no longer necessary. We are entitled to hold your file and documents until any fees owing to us for any reason are paid in full.

CLIENT CARE & SERVICE INFORMATION: Our commitment to you is that we will:

- Act competently, in a timely way, and in accordance with the instructions 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 the 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.

CLIENT NAME

CLIENT SIGNATURE

DATE

