

Terms of Engagement

Application

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

Your Instructions

2. We will act for you in all matters in which we are instructed on the terms and conditions set out below.
3. We will, on receipt of your instructions, provide you with written confirmation of those instructions, including details of the scope of the work we are to carry out on your behalf, to ensure that we understand your instructions correctly at the start of the work we undertake for you.
4. We may, from time to time, need further information and instructions from you in order to properly complete the work we undertake for you. We will advise you of the additional information and/or instructions that are required and you agree to provide that additional information and/or those instructions to us within a reasonable period of time.

Confidentiality

5. As your solicitors, we will hold in strict confidence all information

concerning you, your affairs, your business and your instructions 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.
6. 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.

Conflicts of Interest

7. We have procedures in place to identify and respond to conflicts of interest arising in respect of our instructions on any particular matter.
8. If a conflict of interest or potential 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.

Our Duty of Care

9. Our duty of care is to our client(s) named in our confirmation of instructions. We do not owe any duty of care or accept any liability to any other person.
10. Before any other person may rely on our advice, we must expressly agree to this.
11. If, during the course of carrying out our instructions for you, we provide services to entities related to or associated with you, then those services will be provided on the same terms as these terms of engagement.
12. We do not accept liability for loss arising from non-receipt of any communication including email communications.

Our Fees and Payment

13. Our fees will be charged in accordance with the guidelines laid down by the Rules of Conduct and Client Care for Lawyers. Our fees will be charged on the basis that they will be fair and reasonable having regard to the circumstances, the nature of our work for you and our letter of engagement.
14. In setting our fees, we take various factors into account. These include but are not limited to the time and labour expended, the results achieved for you, the urgency and circumstances of the matter, the level of skill, specialised knowledge and

responsibility required to properly carry out your instructions, the complexity or novelty of the matter, the experience, reputation and ability of the lawyer, the reasonable costs of running the practice, any quote or estimate of fees given by us and the fee customarily charged in the market and locality for similar legal services.

15. We will send you interim invoices for all work carried out in accordance with your instructions, usually monthly. This will help you by spreading the payments over time and will enable you to keep track of how much the work is costing.
16. Our invoices are payable within 21 days of receipt of the invoice, unless alternative arrangements have been made with us. We may require interest to be paid on any amount which is more than 7 days overdue.
17. Interest will be calculated at the rate of 15% per annum from the date payment became due until the date payment is made in full. This does not affect our other rights to recover payment.
18. You will be liable for all legal and debt collection costs incurred by the firm, including solicitor/client costs in enforcing or attempting to enforce our rights under these Terms of Engagement. That is in

addition to amounts payable for fees, disbursements and interest.

19. The firm's invoices will include New Zealand Goods & Services Tax (GST) applicable for the firm's services supplied to you.
20. All invoiced amounts are payable in New Zealand dollars unless we agree otherwise.

Deduction of Fees from Money Held in Trust

21. All fees may be deducted from funds held in trust on your behalf (including without limitation the retainer paid under clause 28 below) once a dated invoice has been issued in respect of those fees. A copy of that invoice will be sent to you immediately after the fees are debited and a copy will be retained and available for inspection at our offices.
22. If funds are held in our trust account as security for the fees of a barrister engaged to also act for you, your acceptance of these terms includes authority for us to make payment from those funds to the barrister upon presentation of an invoice to us and to you for work done on your matter.

Estimate of Fees

22. If requested by you, we will provide you with estimates of the fees to be charged in connection with your instructions. The estimate does not include

disbursements or GST unless specified.

23. When providing any estimate of fees, we will do our best to assess the likely cost of future work for you based on information available at the time but we do not make any representation that the instructions can be completed within that estimate. We will charge a reasonable fee for the work completed but this may exceed any estimate provided.

Disbursements and Expenses

24. Our invoices will include an office service charge of 5% to cover routine costs such as photocopying, printing, binding, postage and other office consumables (but excluding couriers which will be itemised separately on our invoices).
25. In the course of providing our services to you, we may also incur disbursements and have to make payments to other parties on your behalf. Examples are payment of Court fees, search fees, agency fees, fees for arranging service of documents and other costs.
26. We cannot ordinarily pay these amounts for you unless we receive the funds from you in advance. We will ordinarily ask you to pay into our trust account the amounts required to cover such expenses in advance.

Where we do not do so, these disbursements will be included on our invoices to you.

27. If we instruct someone (such as an expert or other service provider) to carry out work on your behalf in connection with your instructions, we assume a responsibility to pay that person's fees on your behalf. In that regard:

- (i) You agree that you will meet any such costs and agree to indemnify us for those costs; and
- (ii) We reserve the right to require you to pay that person's estimated costs into our trust account before proceeding with the work; and
- (iii) We may require you to enter into a direct arrangement with that person or service provider.

Retainer

28. Before commencing work on your behalf, we require payment of a retainer of NZ\$5,000 into our trust account on account of fees and disbursements which will be incurred in carrying out your instructions.

Document Destruction

29. Subject to any legal requirement, we will retain the file that we create for your work on any one matter for a minimum of 7 years

after we finish working for you on that matter. We may hold the file electronically rather than physically. After that time, you authorise us, without reference to you, to destroy the file(s).

30. If you wish to retain all or part of your file (where we have held one), you will need to advise us in writing before the matter is completed.

Termination of Our Services

31. Where you give us any instruction and we rely on that instruction, for example, by giving an undertaking to a third party, you may not revoke that instruction. Otherwise, you may terminate our instructions at any time in any matter that we are acting on. You do not need to give us any notice but do need to advise us in writing.

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

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

34. Provided that you have paid all our invoices on all matters, we will on request provide you with all of the documents that we have obtained or created through working for you on the matter or

matters in question. Before we provide those documents to you, we may take a complete copy of them.

35. These Terms of Engagement survive any termination of our services.

Trust Account

36. We maintain a trust account for all funds which we receive from clients (except monies received for payment of our 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 may charge an administration fee of 5% of the interest derived.
37. From 1 July 2017, we are unable to place funds on interest bearing deposit within our trust account unless you have provided us with self-certification of Tax Residency and Foreign Tax Information on the required form.

General

38. These Terms of Engagement apply to any current instructions and to any future instructions we accept from you unless agreed otherwise.
39. There is no need for you to sign these Terms of Engagement in order to accept them. You accept these terms by continuing to instruct us to work for you.

39. These Terms of Engagement are not affected by any change to our firm's partnership.

40. We are entitled to change these Terms of Engagement from time to time, in which case we will send you amended terms.

41. Any dispute concerning these Terms of Engagement, or our work for you, is to be resolved in the New Zealand courts under New Zealand law.

42. In these terms of engagement, any reference to "we", "us" or "the firm" means Court One. Any reference to "you" means our client. Where you are a company or other corporate or incorporated entity, we act only for you. We do not act for your shareholders, directors or members unless we expressly agree otherwise.

Information for Clients

Introduction

1. The following matters comprise information which the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008 requires us to provide to clients.
2. This information is in addition to our Terms of Engagement which (subject to any other agreement which we have with individual clients) govern the relationship between our clients and us. The terms of engagement are available on the firm's website, www.courtone.co.nz or you may request a copy directly from us.

Fees

3. The basis on which fees will be charged, and when payment of fees is to be made, are set out in our Terms of Engagement and/or in the letter of engagement relating to a matter.

Complaints

4. If you have a complaint about us or our services, you may:
 - a. refer your complaint to the person in the firm who has the overall responsibility for your work; or
 - b. if you do not wish to refer your complaint to that person, or you are not satisfied with the response received from that person, you may refer your query or complaint to Jeanne Heatlie, Partner. Her contact details are available on the firm's website;
- c. You may also make a complaint to the Lawyers Complaints Service established by the New Zealand Law Society. To do so, you should contact the New Zealand Law Society at 22 Waring Taylor Street, PO Box 5041 Lambton Quay, Wellington 5145, or telephone +64-4-472 7837 or 0800 261801.

Professional Indemnity Insurance

5. We hold professional indemnity insurance that exceeds the minimum standards specified by the New Zealand Law Society.

Lawyers Fidelity Fund

6. The New Zealand 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.
7. The maximum amount payable by the Fidelity Fund by way of compensation to an individual claimant is limited to \$100,000.

8. Except in certain circumstances specified in the Lawyers & 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.

Client Care and Service

9. The New Zealand Law Society Client Care and Service Information is set out below:

- a. Whatever legal services your lawyer is providing, he or she must:
 - i. Act competently, in a timely way, and in accordance with any instructions received and arrangements made;
 - ii. Protect and promote your interests and act for you free from compromising influences or loyalties;
 - iii. Discuss with you your objectives and how they should best be achieved;
 - iv. Provide you with information about the work to be done, who will do it and the way the services will be provided;
 - v. Charge you a fee that is fair and reasonable and let you know how and when you will be billed;
 - vi. Give you clear information and advice;

- vii. Protect your privacy and ensure appropriate confidentiality;
- viii. Treat you fairly, respectfully and without discrimination;
- ix. Keep you informed about the work being done and advise you when it is completed;
- x. Let you know how to make a complaint and deal with any complaint promptly and fairly.

- b. The obligations which 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.

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

FATCA and Anti-Money Laundering Disclosure Obligations

11. We are unable to place funds on interest bearing deposit within our trust account unless you have provided us with self-certification of Tax Residency and Foreign Tax Information on the required form.
12. Under sections 40 – 54 of the Anti-Money Laundering and Countering Financing of Terrorism Act 2009, solicitors are

required to disclose to governmental agencies (including but not limited to Inland Revenue, the Department of Internal Affairs, New Zealand Police and New Zealand Customs) details of trust account transactions we undertake on your behalf.