

## CLIENT SERVICE INFORMATION

Set out below is the information required by the *Rules of Conduct and Client Care for Lawyers* of the New Zealand Law Society ("Law Society").

### Fees

The basis on which fees will be charged is set out in our letter of engagement.

We may deduct from any funds held on your behalf in our trust account any fees, expenses or disbursements for which we have provided an invoice.

### Professional indemnity insurance

We hold professional indemnity insurance that meets or exceeds the minimum standards specified by the Law Society. We will provide you with particulars of the minimum standards upon request.

### Lawyers Fidelity Fund

The Law Society maintains the Lawyers Fidelity Fund for the purposes 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 & 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.

### Complaints

We maintain a procedure for handling any complaints by clients, designed to ensure that a 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 David Dew, the principal of this firm. David may be contacted as follows:

- By letter to PO Box 889, Blenheim 7240;
- By email [david@dewco.co.nz](mailto:david@dewco.co.nz); or
- By phone (03) 577 8858

The Law Society also maintains a complaints service and you are able to make a complaint to that service. To do so you should contact the New Zealand Law Society in Wellington on 0800 261 801.

### Persons responsible for the work

The names and status of the person or persons who will have the general carriage of or overall

responsibility for the services we provide for you are set out in our letter of engagement.

### Client care and service

The Law Society client care and service information is set out below.

Whatever legal services your lawyer is providing, he or she must:

- 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.

If you have any questions, please visit [www.lawyers.org.nz](http://www.lawyers.org.nz).

### Limitations on extent of our obligations or liability

Any limitations on the extent of our obligations to you or any limitation or exclusion of liability are set out in our standard terms and conditions and/or our letter of engagement.

## **DEW & COMPANY LIMITED STANDARD TERMS OF ENGAGEMENT**

These Standard Terms of Engagement ("Terms") apply in respect of all work carried out by us for you, except to the extent that we otherwise agree with you in writing.

### **Services**

The services which we are to provide for you are outlined in our engagement letter.

We are not qualified to give:

- investment advice, you should get that advice from a qualified financial advisor;
- tax advice, you should get that advice from your accountant or tax advisor;
- insurance advice, you should get that advice from your insurance broker; or
- advice about foreign laws.

Unless we agree to do so in writing, we will not:

- remind you about dates (e.g. PPSR renewals, key lease dates, consent expiry dates, IPONZ renewal dates); or
- update our advice after it is given.

### **Our legal compliance**

We are required to comply with all laws and regulations binding on us, including the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (AML/CFT), the United States Foreign Account Tax Compliance Act (FATCA), Common Reporting Standards (CRS) and other laws relating to tax and withholdings.

### **AML/CFT compliance**

You acknowledge that, before we can act for you or complete any trust account transactions for you, we are required by the AML/CFT to verify your identity, and in some cases, the source of funds for a transaction. If you are a company or trust, we may also need to verify the identity of anyone acting on your behalf and your beneficial owners or persons with effective control of you.

To do this we will need formal evidence from you of your identity and address. For example, we may need to view your passport (or other government issued photographic ID) and a recent utility bill. We may hold an electronic copy of this evidence on our system for future reference.

We may suspend our services and/or delay or block any trust account transactions for you without notice if:

- (a) the required information has not been provided; or
- (b) it is suspected that the business relationship or transaction is unusual or may breach any applicable law.

Under AML/CFT we must report any suspicions of money laundering or other criminal activity to the relevant external authorities. We may not be allowed to tell you if we make such a report. We will

not be liable to you for the consequences of any such report made in compliance with our legal obligations.

### **Collection and use of client information**

You authorise us to collect, use and disclose personal information about you and your representatives (including making enquiries and to taking all steps we consider appropriate) for the following purposes:

- (a) complying with applicable laws and regulations binding on us, including undertaking customer due diligence and monitoring in accordance with the AML/CFT and our obligations under FATCA and CRS;
- (b) identifying you and verifying any information you give (or information we may collect from other sources) with third parties for the purposes of fraud prevention or the AML/CFT;
- (c) carrying out reasonable credit checks to make credit decisions affecting you (including debt collection) or for the requirements of the AML/CFT. This will require us to give your information to the credit reporting agency as well as the credit reporting agency providing information about you to us;
- (d) assisting our bank, the IRD and other government agencies to meet their legal obligations by providing any AML/CFT, FATCA or CRS information we hold about you to them on request;
- (e) enforcing debt and legal obligations;
- (f) conducting your matter, including communicating with you and providing you with advice;
- (g) for administration purposes, including setting you up as a client and informing you about relevant legal updates; and
- (h) for any related purpose in connection with the above.

By instructing us you are deemed to warrant that all information you provide to us for the purposes of AML/CFT or CRS or any other matter is true and correct.

### **Third party service providers**

You acknowledge and agree that we may use third party service providers or third party electronic databases (including Government agencies e.g. NZ Transport Authority, Motor Vehicle Register, PPSR) to carry out the purposes in 3(a) to (e) above.

When we use these services the service providers may hold your information on their system and use

it (including by disclosing your information to their other customers) to provide their specific services and for any other lawful purpose.

### **Disclosure of information**

Other than as set out in these terms, we generally do not share your personal information with others unless it is necessary for the purpose that you gave us the information. While it is unlikely, we may be required to disclose your information to a third party in order to comply with legal or regulatory requirements. We will use reasonable endeavours to notify you before we do this, unless we are legally restricted from doing so. We will not be liable to you for the consequences of any actions made by us to comply with our legal obligations.

### **Fees**

The fees which we will charge, or the manner in which they will be arrived at, are set out in our engagement letter.

If the engagement letter specifies a fixed fee, we will charge this for the agreed scope of our services. Work which falls outside that scope will be charged on an hourly rate basis. We will advise you as soon as reasonably practicable if it becomes necessary for us to provide services outside the agreed scope and if requested, give you an estimate of the likely amount of the further costs.

Where our fees are calculated on an hourly basis, the hourly rates are available on request. Our rates reflect the experience and specialisation of our professional staff. Time spent is recorded in six minute units, with time rounded up to the next unit of six minutes.

### **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.

### **GST (if any)**

Is payable by you on our fees and charges.

### **Invoices**

We usually send our invoices monthly and on completion of the matter or on termination of our engagement. We may also send you an invoice when we incur a significant expense.

### **Payment**

For all conveyancing transactions, our payment terms are on settlement unless a predetermined payment arrangement has been agreed. For all other transactions, invoices are payable within 14 days of the date of the invoice, unless alternative arrangements have been made with us. We will require interest to be paid on any amount which is more than seven days overdue. Interest will be

calculated at the rate of 10% per annum on all overdue accounts.

To ensure continued cost effective service to our clients, prompt payment of our accounts is essential.

If your account remains unpaid we will be unable to act on your behalf. In the unlikely event that this should occur, we will give you notice of our intention to cease acting on your behalf. Our charges for work completed and expenses incurred will remain your responsibility.

We reserve the right to retain possession of your papers and documents while any accounts remain outstanding for our charges and expenses. We also reserve the right to retain a copy of your papers and documents if you uplift the original file.

### **Security**

We may ask you to pre-pay amounts to us, or to provide security for our fees and expenses. You authorise us to:

- debit against amounts pre-paid by you; and
- deduct from any funds held on your behalf in our trust account any fees, expenses or disbursements for which we have provided an invoice.

### **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 nevertheless remain responsible for payment to us if the third party fails to pay us within 14 days of the date of our invoice.

### **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:

- to the extent necessary or desirable to enable us to carry out your instructions; or
- 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.

### **Electronic services and communication**

Where we provide any electronic service to you, or communicate with you by electronic means, we will take every reasonable precaution to ensure that those services and communications are accurate, reliable, adequate, complete, confidential and secure.

However, we cannot always be certain that those services and communication are error free. Also, because they will in most cases be internet based, certain risks exist that are outside our control. Consequently, despite the other provisions of these terms, we cannot and do not represent or warrant that those services and communications will always be accurate, reliable, adequate, complete, confidential and secure.

### **Termination**

You may terminate our retainer at any time by notifying us in writing.

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* including non-payment of accounts.

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.

### **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) seven years after our engagement ends, or earlier if we have converted those files and documents to an electronic format. Your acceptance of our terms of engagement indicate your authority to destroy any such files seven years after the date of the final bill rendered by our firm.

### **Conflicts of interest**

We have procedures 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*.

### **Duty of care**

Our 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.

### **Limiting our liability to you**

To the extent permitted by law, we limit our liability to you in accordance with the provisions of this clause.

Our aggregate liability to you (whether in contract, equity, tort or otherwise) arising out of your engagement of us on a matter (or any series of related matters) is limited to the lesser of:

- NZD \$500,000.00; or
- An amount equal to five times our paid fees from you (excluding GST and disbursements) in relation to the relevant matter (or any series of related matters).

The limit in this clause applies in relation to whatever you are claiming for, and however liability arises or might arise if not for this clause (whether in contract, tort (including negligence), equity, or otherwise).

If you are more than one person (such as a couple or partnership), the limit in this clause is the maximum combined amount that we will have to pay you together.

Without limitation to the previous provisions of this clause, we shall not be liable for any loss or liability caused or contribution to by inaccurate or incomplete information supplied by you or third parties (including public records and expert witnesses) or because you did not receive or read a communication we sent you.

### **Authority to act**

There may be times, particularly relating to property transactions or other matters, where time is of the essence and we are unable to contact you despite our reasonable endeavours. If we are unable to contact you in these circumstances, you authorise us to make a decision on the facts available and you agree to be bound by any steps we take, indemnify us and hold us harmless for having done so.

### **Trust account**

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 commission at the rate of 7.5% of the interest derived.

### **General**

These Terms apply to any current engagement and also to any future engagement, 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.

Our relationship with you is governed by New Zealand law and New Zealand Courts have non-exclusive jurisdiction.

If any provision of these Terms is or becomes invalid or unenforceable, that provision shall be deemed deleted from these Terms and such invalidity or unenforceability shall not affect the other provisions of these Terms.