

**Lance Lawson Limited - Terms of Engagement and Information for Clients
("Terms of Engagement")**

Lance Lawson Limited welcomes you as a client of this firm.

This document:

- Sets out the standard Terms of Engagement on which we do work for our clients (you).
- Explains what you can expect from us and what you agree to when we work for you.
- Includes information we are required to tell you under the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008.
- Applies to any current and future work we do for you (unless we agree in writing to change these terms).

We may change these terms from time to time.

Our client on any particular matter (you) will be identified in the letter of engagement we send on the matter unless otherwise agreed. Unless you let us know otherwise:

- If you are a company, we can accept instructions from any of your directors or any other person you have authorised in writing to instruct us.
- If you are a trust, we can accept instructions from any of your trustees or officers.
- If you are a couple, we can accept instructions from either of you.

1. Client Care Principles: The New Zealand Law Society ("NZLS") client care and service information is set out below. We provide legal services to you based on this information and our terms of engagement, which will apply in all instances unless you notify us in writing to the contrary. We recommend that you retain these terms as the core basis of our commitment to you. We 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 service will be provided;
- Charge 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 work being done and advise you when it will be completed. The work will be supervised by the Directors of the firm.

2. Insurance: The firm holds credible 'Professional Indemnity Cover' that exceeds the minimum cover specified by the NZLS and our liability is limited to that cover. Any monies owing receipted to the firm's trust account will be subject to the cover provided by the Lawyers' Fidelity Fund. This fund has a limit of \$100,000.00 per claimant per claim against it.

3. Who will work with you? We will tell you in our letter of engagement who has overall responsibility for the services we provide to you. In order to give you the most effective and efficient service, others may assist those responsible from time to time. This may include our assistants.

If we need to engage other law firms, barristers or experts we will get your authority to do this, and you will incur these fees.

4. 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 in writing.

5. Fees: Our fees are calculated having regard to a range of factors applied by the NZLS which include time, urgency, expertise, importance to you, the complexity of the matter and the results achieved. You can view the full set of factors by following the link:

<https://www.legislation.govt.nz/regulation/public/2008/0214/latest/whole.html#DLM1437903>

Our time recording is used as an aid and a base only in our calculations.

We reserve the right to request payments on account of costs at the commencement of your matter and as the matter progresses. If payment of your account is not made, we reserve the right to cease work until payment is received.

6. Legal aid: For information on your financial eligibility for legal aid please visit the Ministry of Justice website.

7. Estimates: If requested, written estimates of fees will be provided before work commences. Estimates are provided as a guideline only and are based on our professional judgement. Estimates are not maximum or fixed fee quotations and will normally be expressed as a range of amounts.

8. Rate Changes: We adjust our hourly rates of our lawyers and assistants from time to time. Our current hourly rates relevant to the services we provide are available on request.

9. Expenses and Disbursements: Our fees include a charge for sundry office services, which include photocopying, facsimiles, voice and data communications, postage and deliveries. There is a scale charged based on the fee value of each invoice, however this may be increased where large amounts of these services are provided. Each file also incurs an office service charge which covers the general running of our offices. For our legal aid clients disbursements will be charged in line with their policies.

We also will charge for any other expenses and disbursements which we pay or are liable to pay others on your behalf such as filing fees, court charges, agent fees, expert and other professional's invoices, travel and accommodation costs. Significant disbursements may be required to be paid in advance.

Directors

Greg Burt L.L.B (Hons)
Talia Marshall L.L.B
Gina Oudyn L.L.B, BA
Kate Yarrall L.L.B

Rotorua Office

ANZ House, Office 1A, Level One
1230A Amohau Street
P O Box 12048
Rotorua South 3045

Call our office on **07 346 0796**
Fax us on **07 349 3179**

Mount Maunganui Office

164 Maunganui Road
P O Box 5109
Mount Maunganui South
3149

Call our office on **07 575 2245**
Fax us on **07 575 2265**

Email us on

office@lancelawson.co.nz

Visit us at

www.lancelawson.co.nz

10. Payment: Payment of our invoice(s) is required within 14 days following the date of the invoices. You authorise us to deduct our fees, expenses or disbursements from any funds held on your behalf in our trust account upon issuing an invoice. GST is payable by you on our fees and charges.

All our rates, estimates and quotations are exclusive of GST unless otherwise stated. Our fee invoices will identify all disbursements and costs we have incurred on your behalf as well as photocopying and other office charges. If payment is made by credit card a 3.5% surcharge will be payable.

11. Defaults: If you are having difficulty paying our invoice(s), please contact us promptly to discuss payment arrangements. Where invoices are not paid on time we reserve the right to:

- Not perform any further work for you until all unpaid invoices are paid in full;
- Add interest at 12% p.a to any invoice more than 14 days overdue together with collection charges;
- Retain custody of any of your property (including documents or files) until all unpaid invoices are paid in full.

If we are unable to collect the funds from you we may instruct Baycorp or Guardian Credit Services to take over the collection for these funds or take Court action to recover the debt owed by you. In the event we need to take recovery action, you will be liable to reimburse us for our actual costs of taking that action (including lawyers and debt collector's fees).

12. Fee Disputes: If you wish to dispute any invoice of ours you must do so in writing to us before the due date for payment of the invoice, specifying the grounds for the dispute in reasonable detail and setting out the amount you consider is due.

13. 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, and it is reasonable and practicable to do so, we will invest those funds on interest bearing deposit ("IBD") with a bank (provided you supply the required information and documentation). Withholding tax will be deducted on the interest earned and paid to the IRD. If we have your IRD number, you can elect to have withholding tax deducted at your applicable rate, provided you confirm this rate to us. As required by IRD, if we do not have your IRD number, it may be deducted at the default rate (which may be higher than your actual rate).

Where we arrange to place funds on IBD for you, we are entitled to charge a commission of 5% on the interest earned while the funds are invested for you by us.

If your funds need to be held on IBD, we will provide you with the relevant forms to be completed by you for our Bank. If the respective forms are not completed and returned by you, then the funds will not be invested.

If we are holding a dormant balance for you, we will make all reasonable efforts to locate you and to arrange for the dormant balance to be paid to you. We may deduct our reasonable costs of trying to locate you. If the dormant balance is under \$20.00 and it is not economic for us to try and locate you, we may take that dormant balance by deduction. In some instances and in our sole discretion, this dormant balance may be donated to a charity of our choosing.

14. Conflict 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 and follow the requirements and procedures set out in the Lawyers and Conveyancers Act 2006.

15. Termination: Where you give us any instruction and we rely on that instruction (e.g. by giving an undertaking to another person), you may not revoke that instruction.

Except for the above, you may terminate our engagement at any time.

We may, on reasonable notice to you, terminate our engagement in any of the circumstances set out in the Lawyers: Conduct and Client Care Rules.

If our engagement is terminated, you must pay us all fees (bills and unbilled) up to the date of termination and all expenses and disbursements incurred up to that date.

16. Limitations of Obligation: We are not responsible for any failure to advise you on any matter that falls outside the scope of our engagement.

17. AML Documents: We may ask you to show us or provide us with documents verifying your identity, including in the case of an organisation, as to its ownership and control. We are required by Anti-Money Laundering legislation and the procedures for electronic registration of land transactions to take a copy and store these documents in some transactions. We will complete a risk assessment before providing any legal advice.

You must also provide any information and documents as soon as reasonably practicable where we reasonably request it in order for us to meet our obligations under any law, including, without limitation, under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009. Any delay by you in doing so may hold up work on the matter.

From time to time, we may require reconfirmation or updates to such information and documents to ensure they are current.

18. Guarantee: Where the client is a Company, Trust or other separate legal entity, we require the client's obligations to be guaranteed by a natural person.

Where the name of the guarantee is completed in the Schedule to this agreement, then that person personally guarantees full payment of the client's fees and disbursements in terms of this agreement.

19. Electronic Communication: We may communicate with you by email. We have taken steps to ensure we have strict software and security protocols in place including virus protection software. Despite this, we can not guarantee that electronic communications will always be free from viruses or other defects (including phishing emails or interceptions of emails). You agree that we are not liable for any damages or losses you may incur as a result of any viruses, defects, or other matters referred to in this paragraph. If you are concerned that an electronic communication that appears to come from us has been interfered with or is fraudulent, please contact us immediately.

You agree that we may provide you from time to time with other information that may be relevant to you, such as newsletters and information bulletins. At any time you may request that this not be sent to you.

20. Retention of files and documents: We will retain all your files and documents for at least seven (7) years after our engagement on that matter ends. We may hold that file electronically rather than in hard copy.

After expiry of that period we have your authority to destroy that file without further reference to you. We will not destroy documents we have agreed to hold in safe custody for you.

If at your request we destroy any files or documents in advance of our usual destruction date, we will not be liable to you, and you will indemnify us for any liability to a third party in relation to the matter, files and documents.

If you uplift your files and other documents at any time we may keep a copy of them before they are uplifted. We may charge our time and any photocopying charges, at our usual rates relating to preparing these files for your uplifting.

21. Document Storage: We will continue to retain all signed wills and deeds we hold for you but may need to destroy archived correspondence and drafts after seven years.

22. 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
- as expressly or impliedly agreed by you; or
- as necessary to protect our interests in respect of any complaint or dispute; or
- to the extent required or permitted by law.

23. Personal Information and Privacy: In our dealings with you we will collect and hold personal information about you. We will use that information to carry out the services and to contact you about issues we believe may be of interest to you.

We may use artificial intelligence (AI) software, tools and/or services as part of or in connection with the delivery of our services to you. Our use of any AI software, tool or service will not detract from any of our professional, confidentiality or privacy duties or obligations to you.

Provision of personal information is voluntary but if you do not provide full information this may impact on our ability to provide the services. You can view our Privacy Policy on our website.

Subject to clause 22 above, you authorise us to disclose, in the normal course of performing the services, such personal information to third parties for the purpose of providing the services and any other purposes set out in these Terms.

We may disclose your name and address to third parties such as credit agencies to perform a credit reference or to undertake credit management or collection processes if it is reasonable to do so.

The information we collect and hold about you will be kept at our offices and/or at secure file storage sites (including electronic file storage sites) elsewhere. If you are an individual, you have the right to access and correct this information. If you require access, please contact our Privacy Officer at office@lancelawson.co.nz.

24. Feedback and Complaints: Client satisfaction is one of our primary objectives and feedback from clients is helpful to us. If you would like to comment on any aspect of the service provided by us, please contact the Director responsible for your business. Should any matter not be to your satisfaction you are invited to discuss the problem with the Directors of the firm. If a suitable resolution is not achieved the matter can be referred to the NZLS. The NZLS 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.

SCHEDULE

GUARANTOR (Clause 18. above)

Full Legal Name(s):

Address:

Phone:

Mobile:

Email:

Signed by the
Guarantor:

in the presence of:

Signature: _____

Name: _____

Address: _____

Occupation: _____

Date:
