

Terms of Engagement

Thank you for choosing us. These Terms of Engagement set out the standard terms on which **Maurea Law Limited** (“we”) provide legal services to you.

1.0 Client Care and Service Information

- 1.1 Whatever legal services we are providing, we will:
- Protect and promote your interests
 - Provide you with information about the work to be done and who will do it
 - Charge you a fee that is fair and reasonable
 - Give you clear information and advice
 - Protect your privacy and ensure confidentiality
 - Treat you fairly and respectfully
 - Act competently and in a timely way
 - Keep you informed
 - Let you know how to make a complaint and deal with any complaint promptly and fairly

1.2 The obligations lawyers owe to clients are contained in the Rules of Conduct and Client Care for Lawyers (Rules of Conduct). Lawyers also have overriding duties to the Courts and to the justice system. If you have any questions, please visit www.lawsociety.org.nz or call 0800 261 801.

1.3 We may contact you for marketing and/or feedback purposes or send you material relating to our business. You may “unsubscribe” from written or electronic material at any time.

1.4 In property matters, you will be required to provide us with your IRD number. We may also require you to provide evidence of your identity (passport and/or NZ driver’s licence) and we will need to retain a copy of this.

2.0 Our Role

2.1 We will represent you and advise on all legal matters that fall within your instructions. Our advice is given solely for your benefit, and is limited to the matters stated. We do not accept any responsibility or liability to third parties who rely on any advice we give, except as agreed by us in writing.

2.2 We operate a team structure to ensure work is undertaken as cost effectively as possible. When you instruct us to act for you, you instruct our team. We will assess the best way to manage your instructions and the work outcome. More than one person may work on your matter.

- 2.3 We are not qualified to give, and are not responsible for any:
- Investment advice. You should obtain that advice from a qualified financial advisor
 - Tax (including GST) advice. You should obtain that advice from your accountant or tax advisor
 - Insurance advice. You should obtain that advice from your insurance broker
 - Advice about foreign laws. We can help you to contact a lawyer in the relevant country

3.0 Conflict of Interest

3.1 We may be asked to act for clients whose commercial or legal interests conflict with your interests. We have developed procedures for dealing with these issues and will follow at all times the Rules of Conduct.

3.2 We will only act for more than one party on a matter with the informed consent of all parties and where the matter is not in our view disputed or contentious.

- 3.3 Subject to the Rules of Conduct, we will act for you on a non-exclusive basis unless agreed otherwise. This means:
- We may act for a client whose legal or commercial interests are adverse to or differ from your own
 - We may act for a client in the same market as you including your competitors
 - If you cease to be our client we may act for parties whose interests differ from, or oppose, your own

3.4 At all times, the confidentiality of information you provide will be upheld, and where necessary, an information barrier will be put in place.

4.0 Privacy and Confidentiality

4.1 In our dealings with you we will collect and hold personal information about you. We treat all information we hold as private and confidential. We will not disclose this information unless:

- It is necessary in the normal course of providing our services to you
- We are required to do so by law
- You instruct us to disclose this information

4.2 We may disclose your name and address to third parties to perform a credit reference check or to undertake credit management or collection. You agree that we may obtain a credit check.

5.0 File Retention and Information Handling

5.1 We will keep you informed of relevant information. We ask you to do the same. You can ask us for any information at any time.

5.2 We will retain all file information whether in hard copy or electronically or partly hard copy and partly electronically (we refer to this as “your file”).

5.3 Your file will be held for seven (7) years (or such longer period as determined by us or specified by the New Zealand Law Society) from when we complete work on your file or termination of legal services.

5.4 You authorise us to dispose of all file information when this period expires. Where your file is destroyed in accordance with this clause, you release us from all liability arising out of such destruction. You authorise us to use third parties to transport, electronically scan and hold your file on our behalf. This authorisation includes the holding of your file in premises leased by us.

5.5 Some information on our file will remain our property. If you uplift your file, we may withhold information that is our property and/or retain a copy. The uplifted file will be available within a reasonable time.

6.0 Fees and Costs

6.1 In deciding our costs, we take into account the factors set out in the Rules of Conduct. This includes the time spent on a file, specialised knowledge, experience, the type of skills or responsibility required, the urgency or complexity of the matter, the importance of the matter, the risk assumed by us, and the results achieved.

6.2 Unless other arrangements are made, our costs will generally reflect the time we spend on a matter, charged at our hourly rates. Our hourly rates are:

Director \$250-400 per hour

6.3 Our hourly rates change over time, particularly for project/long term work.

6.4 We will provide you with an estimate of costs if you ask for one. Estimates are given as a guide only. GST is additional.

6.5 We may ask you to pay the office expenses and disbursements we incur on your behalf. We may ask you to pay these in advance. We may charge a file administration fee of up to 5% of the cost level.

6.6 We may charge a commission of up to 5% on interest accruing on funds deposited with our bank on your behalf.

7.0 Payment

7.1 Generally, we will send you an invoice either:

- On an interim monthly basis (for ongoing work) and/or
- Shortly after we have completed your matter.

7.2 Our costs are to be paid within 7 days following our invoice, unless other arrangements are made.

7.3 Interest will accrue on unpaid invoices at a rate of 2% per month from the due date until payment is made. You will be liable for any debt collection costs incurred. In the event of any default in payment or late payment, we may notify any credit agency of this.

7.4 If you are instructing us on behalf of a company, incorporated society, trust, or as an executor or administrator of an estate, you agree to be personally liable (along with the company, society, and any other trustee, executor, or administrator) to pay our costs, as well as any interest and collection costs.

7.5 You are responsible for payment of our costs whether or not you expect to be reimbursed by a third party.

8.0 Customer Due Diligence

8.1 We are required by law to comply with the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (AML/CFT Act). This includes conducting customer due diligence (CDD) on our clients, and any beneficial owners or persons acting on behalf of our clients. We may be unable to act for you until these requirements have been satisfied.

8.2 You accept that we may use CDD services (including third party services) to verify your identity and conduct other CDD or monitoring required under the AML/CFT Act, and these may be on charged to you. You also accept that our fees may include our reasonable costs in complying with our legal obligations under the AML/CFT Act.

9.0 Termination of Legal Services

9.1 You have the right to terminate our services on giving us reasonable notice.

9.2 We reserve the right to terminate our services for good cause, including bullying, discrimination or harassment directed at our employees or on any other of the grounds set out in the Rules of Conduct.

9.3 You will be responsible for payment of any recorded, unbilled time, unpaid invoices, office expenses or disbursements. You may be required to pay these before you are able to uplift any records.

10.0 Limitation of Liability and Insurance

10.1 To the extent permitted by law, our liability to you is limited in all circumstances to three (3) times the costs paid by you on the matter you have instructed us on.

10.2 We do not hold (and are not obliged to hold) professional indemnity insurance which meets the New Zealand Law Society standards.

11.0 Lawyers' Fidelity Fund

11.1 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.

12.0 Complaints

12.1 If you have a complaint about our services you may contact a Director. We will then attend to the matter.

12.2 The New Zealand Law Society also provides a complaints service. If we have been unable to resolve a complaint or concern you may contact:

The Lawyers Complaints Service

Phone: 0800 261 801

Website: www.lawsociety.org.nz/for-the-community/lawyers-complaints-service/concerns-form

Email: complaints@lawsociety.org.nz

13.0 Terms of Engagement Summary

13.1 On the following page is a one-page summary intended to cut through the legalese.

14.0 General

14.1 By instructing us to act for you, you accept these Terms of Engagement. We are entitled to change these terms, and will publish the changed terms on our website.

14.2 If you have any questions about these terms, please ask.