

TRIPP, ROLLESTON & CO.

STANDARD TERMS OF ENGAGEMENT

These Standard Terms of Engagement (“Terms”) apply in respect of all work carried out by Tripp Rolleston & Co for you, except to the extent that we otherwise agree with you in writing. We are entitled to change these terms from time to time and an up to date copy of these terms is available on our website www.tripprolleston.co.nz

1. Services

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

2 Financial Fees

- a The fees we will charge or the manner in which they will be arrived at, are set out in our engagement letter.
- b 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 in addition to the fixed fee 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.
- c Where our fees are calculated on an hourly basis, the hourly rates are set out in our engagement letter. The differences in those rates reflect the experience and specialisation of our professional staff. Time spent is recorded in 6 minute units, with time rounded up to the full unit of 6 minutes.
- d Any additional costs incurred in obtaining payment of any fees and disbursements not paid by the due date will be your responsibility.
- e GST is payable by you on our fees and charges.

3 Invoices: We will send interim invoices to you, usually monthly and on completion of the matter, or termination of our engagement. We may also send you an invoice when we incur a significant expense.

Payment: Invoices are payable within 14 days of the date 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. Interest will be calculated at the rate of 5% above our firm’s main trading bank’s 90-day bank bill buy rate as at the close of business on the date payment became due.

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

5 Tripp Rolleston & Co Administration Fee (administrative expenses)

In addition to disbursements, we may charge a fee of \$35.00, inclusive of GST, (this is the current fee and may be subject to change) to cover out of pocket costs which are not included in our fee and which are not recorded as disbursements. These include items such as photocopying and printing, postage and telephone calls.

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, nevertheless you remain responsible for payment to us if the third party fails to pay us.

7 Termination

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. You may terminate our retainer at any time. 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.

8 Lien

When work has been done by Tripp Rolleston & Co but we have not been paid by the client, then as a general rule, Tripp Rolleston & Co has the right to retain original documents and correspondence on the client’s file until such time as all outstanding fees, disbursements and other expenses have been paid. This is known as a lien. This will be particularly important in circumstances where the client decides for whatever reason to instruct another firm. That other firm may be obliged to give an undertaking to Tripp Rolleston & Co to pay all outstanding fees and disbursements before the client’s file is released.

9 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:

- 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.
- c to the extent necessary to utilise the services of a credit agency in recovering unpaid fees and disbursements.

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 or disclose to another client any confidential information in relation to you.

10 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 communications 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. We also exclude all warranties to the extent permitted by law.

11 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 such as your Will or Powers of Attorney that we hold in safe custody for you) 7 years after our engagement ends, or earlier if we have converted those files and documents to an electronic format.

12 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 General Care for Lawyers.

13 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 given to you, we must expressly agree to this. Our advice is opinion only and relates only to each particular matter in respect of which you engage us and is based on the facts known to us and on our professional judgement, and is subject to any changes in the law after the date on which the advice is given. We are not liable for errors in, or omissions from, any information provided by third parties.

14 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 will charge an administration fee of 10% of the interest derived.

15 Verification of Identity

The Financial Transactions Reporting Act 1996, Anti Money Laundering and Countering Financing of Terrorism Act 2009 and FATCA require all lawyers to collect from you and to retain information required to verify your identity. We are required by the legislation to obtain certain information from you. We are therefore required to sight original documents verifying your identity (such as passport, proof of address and IRD number). We may retain copies of these documents. We may perform such other customer verification checks as to your identity and checks as to the source of any funds associated with any transaction to which the services relate as we consider to be required by law and you consent to us releasing that information to ANZ Bank New Zealand Limited, ASB Bank Limited and any other registered New Zealand bank we may use if required.

16 Foreign Account Tax Compliance Act (FATCA)

FATCA is US Legislation directed at reducing tax evasion by US taxpayers, which is in force in New Zealand. As a result, we are required to make enquiry as to whether any controlling person of the company (director and shareholder) is a US citizen or US tax resident every time a new file is opened. If nothing has changed since your last declaration, then you do not need to do anything. If your situation has changed, then please contact us. If we do not hear from you then you are confirming that there have been no changes since your last declaration.

17 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.

INFORMATION FOR CLIENTS

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")

1. **Fees:** The basis on which fees will be charged is set out in our letter of engagement. When payment of fees is to be made is set out in our Standard Terms 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.
2. **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.
3. **Lawyers' Fidelity Fund:** The 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. The maximum amount payable by the Fidelity Fund by way of compensation to an individual claimant is limited to \$100,000.00. 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.
4. **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 Peter Hutt.
He may be contacted as follows:
 - by letter;
 - by e-mail at peterh@tripproleston.co.nz
 - by telephoning him at (03) 684 3079

The Law Society 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.

5. **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.
6. **Client Care and Service**
The Law Society client care and service information is set out below.
Whatever legal services your lawyer is providing, he 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.lawsociety.org.nz or call **0800 261 801**.

7. **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 letter of engagement.