

These Terms of Business apply for all work that we undertake on your behalf until either, you notify us in writing that we no longer represent you or we notify you in writing that the Terms of Engagement are being varied. You can end our engagement at any time by writing to us and telling us. You will have to pay our costs and disbursements incurred until then.

How we Bill

The Firm's fees are charged in accordance with guidelines laid down by the New Zealand Law Society. In fixing the fee the Firm is entitled to take account of matters such as the time spent, the skill and knowledge and responsibility required, the value of property involved, the complexity, novelty, importance and urgency of the matter and the reasonable costs of running a practice.

When we Bill

Generally property and similar transactional matters will be billed at the time of settlement or on completion of the work. If the work is going to extend over a longer period of time, the Firm will bill the Client on a monthly basis, or may, at its discretion, bill once the value of the time expended exceeds \$1,500.00 or any retainer held in trust.

Disbursements

Payments may have to be made to other people for things to be done, for example barrister's fees, filing fees, search fees, agency fees and similar payments (called disbursements). In addition, the Firm charges a bureau fee to cover the general costs of telephone calls, faxes and photocopies. The Firm reserves the right to ask either for these specific amounts or for an approximate amount to cover these expenses to be paid to ensure that the Firm is not out of pocket.

Payment Terms

The Firm's accounts are all due upon issue of the Firm's invoice. If the Firm is holding money for the Client (for example, from the sale of the Client's house), the Firm will deduct the account from that money and give the Client a full statement and for the purposes of the Law Practitioners Act 1982 such deduction shall be treated as if the Client had remitted such payment to the Firm without reservation.

Direct Credit Payments

If you would like to make payments electronically, our Trust Account details are: National Bank, Newmarket Branch, Account No. 060193 0228385 02 (Dominion Law Trust Account). Please include your name and reference number with the transfer to assist us in identifying your payment and let us know when a deposit has been made.

Delays in Payment

Interest is payable at the standard commercial overdraft rate charged by our bankers on any account more than 7 days overdue. Accounts more than 30 days overdue will be passed on to outside Debt Collection Services. If the Firm incurs costs in obtaining payment, the Client will be liable for those costs. We will not continue to act for you if you do not pay our accounts. We will give you at least 14 days notice of our intention to bring this engagement to an end. You will have to pay our costs and disbursements up to when we stop acting for you.

Personal Guarantees

If the Client is instructing the Firm in the Client's capacity as a director or shareholder of a company or as a settlor or trustee of a trust or executor or administrator of an estate, then the Client remains at all times personally liable (along with the company, trust or estate) to pay the Firm's fees and disbursements.

Keeping Documents

When the matter is over we will keep your papers that you leave with us. We both agree that you authorise us to destroy our file about the matter (except documents in safe custody) 6 years after the date of our last work on that file.

We have the right to keep your papers and documents while there is money owing to us for our professional costs and disbursements.

Accounting and Taxation Advice

Commercial transactions will always have financial implications. We recommend that you seek accounting and taxation advice from other professionals to compliment our legal services. Please let us know if you would like us to recommend other professionals to you, we would be happy to do so.

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 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. 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.

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 our Practice Manager, Jane MacFarlane. She may be contacted by letter; by email at jane@dominionlaw.co.nz; or by telephoning her at 09 847 9013.

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 Centre.

Client Care and Service:

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.lawsociety.org.nz or call **0800 261 801**.

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.