



## TERMS OF ENGAGEMENT

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### 1. Confidential Information

- 1.1 We will not disclose any confidential information which we obtain as your lawyers except to the extent authorised by you or required by law or the New Zealand Law Society Rules of Conduct and Client Care for Lawyers (NZLS Rules). The NZLS Rules can be found online at [www.lawsociety.org.nz](http://www.lawsociety.org.nz)

### 2. Conflicts

- 2.1 We will comply with NZLS Rules in respect of conflicts of interest.
- 2.2 Absent a disqualifying conflict of interest, our acting for you will not restrict us from acting for another client in relation to a separate matter even if that other client's interests may be adverse to yours. We will not need to obtain any further consent or notify you that we act or are considering acting for that other client.
- 2.3 Please inform us as soon as possible in the event you believe that we have a conflict of interest or that a conflict of interest may arise.

### 3. Advice and Services

- 3.1 Any advice given by us:
- (a) may not be relied on by any other person unless we agree to that in writing;
  - (b) will not address or include advice on any tax matters and we recommend that you take specialist advice on the tax consequences of our advice; and
  - (c) is subject to changes in the law after the date it is given.

- 3.2 Our name and advice may not be used in connection with any offering document, financial statement, report, or other public document without our written consent.

- 3.3 When our instructions on a matter are completed our representation of you will end; and we are not obliged to:

- (a) notify you of any subsequent change of law in respect of that representation; or
- (b) provide any further services related to that matter.

### 4. Limit of Liability and Period For Bringing Any Claim

- 4.1 To the maximum extent permitted by law you agree that our maximum aggregate liability for any loss or damage suffered by you, whether arising in contract, negligence, equity or otherwise, is limited to the lesser of (i) \$1,000,000 or (ii) five times the maximum aggregate total of our fees (excluding barrister's fees and other disbursements) charged and paid over any 12 month period of our retainer on this matter.
- 4.2 Where we act for more than one client on any matter our maximum aggregate liability to all clients will not exceed the limit calculated in accordance with clause 4.1. How any liability is allocated must be resolved amongst clients.
- 4.3 You may not bring any claim against us, including any claim for contribution or indemnity, regardless of its basis in law or its form, more than 12 months after the date of the act or omission upon which the claim is based.

4.4 The “late knowledge” provisions in the Limitation Act 2010 do not apply.

4.5 This clause 4 is also for the benefit of any staff member, outside counsel or barrister engaged, retained or instructed by us to assist you with your matter and will apply to them with such modifications as are required to confer on them the maximum benefit of this clause permitted by law. In applying clause 4.1 to any claim against a barrister, the reference to fees in clause 4.1 shall be read as being a reference to that barrister’s fees.

## 5. Credit Checking and Reporting

5.5 From time to time we use credit checking agencies to assist us in making a decision as to whether we extend you credit. You understand and confirm that we may use your personal information so as to use any such agencies’ credit reporting service to credit check you.

5.2 You understand that:

- (a) such agencies will give us information about you for that purpose.
- (b) we will give your personal information to such agencies, and that such agencies will hold that information on their systems and use it to provide their credit reporting services;
- (c) when other customers of such agencies use their reporting services, they may give the information to those customers.
- (d) we may use such agencies’ credit reporting services in future for purposes related to the provision of credit to you. This may include using such agencies’ monitoring services to receive updates if any of the information about you changes; and
- (e) if you default in your payment obligations to us, information about that default may be given to such agencies

and they may give information about your default to their other customers.

## 6. Anti-Money Laundering

6.1 In the event you deposit funds into our trust account, or that we are required to hold funds on your behalf in your trust account, you acknowledge that we will have to carry out obligations in relation to anti-money laundering and countering terrorist financing and tax reporting and withholdings in relation to you. You also acknowledge that we may be required to provide information about you and those acting on your behalf to government agencies and banks. In some cases we may not be permitted to inform you about such provision of information.

6.2 You acknowledge that you will provide all information and documents, or take all such other steps, that we request you to take in relation to our obligations under those laws.

6.3 You acknowledge that we will charge you for our time and attendances in relation to carrying out obligations under those laws, and that we may deduct those charges from any funds held in trust on your behalf once and an invoice has been rendered.

## 7. Termination

7.1 You may terminate this agreement at any time.

7.2 We may terminate this agreement in the circumstances permitted by the NZLS Rules.

7.3 You must pay us for services we have provided, and all expenses we have incurred, up to the date of termination.

7.4 If this agreement is terminated, we may retain copies of documents or records which we deliver to you or to another lawyer. If we do this, we will pay the cost of producing copies.

## **8. Retention of Your Documents**

- 8.1 We will keep electronic copies of your files for 7 years from the date of our last work on the file.
- 8.3 You may ask us at any time in writing by email to send you electronic copies of documents or communications that you do not have in your possession.

## **9. Intellectual Property**

- 9.1 We retain all ownership rights in all intellectual property of any kind created by us for you. You may not reproduce our intellectual property or provide it to a third party without our express consent.
- 9.2 If you or another person make any changes or updates to any documentation, advice or opinion or other work prepared or provided by us we will not be responsible for the effectiveness or validity of the work or advice unless we have reviewed and approved the changes in writing.
- 9.3 Subject to our duty of confidentiality to you we are entitled to use the format and non-identifying content and ideas used in your work for other clients.

## **10. Electronic Communications**

- 10.1 We may communicate with you and others at times by electronic means. These communications can be subject to interference or interception or contain viruses or other defects. We do not accept responsibility for, and will not be liable for any damage or loss caused in connection with, or as a consequence of, the corruption of an electronic communication.

## **11. Governing Law**

- 11.1 New Zealand law governs our relationship and New Zealand Courts have exclusive jurisdiction, to which we both submit.



## INFORMATION FOR CLIENTS

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1. The New Zealand Law Society Rules of Conduct and Client Care for Lawyers (NZLS Rules) require us to provide you with the information set out below.
2. This information as well as our Terms of Engagement will apply to your current instructions and will, unless amended by us, apply to all subsequent instructions.

### **Client Care and Service Information**

3. In relation to all legal services supplied, Dominion Law will:
  - (a) act competently, in a timely way, and in accordance with instructions received and arrangements made;
  - (b) protect and promote your interests and act for you free from compromising influences or loyalties;
  - (c) discuss your objectives and how they should be best achieved with you;
  - (d) provide you with information about the work to be done, who will do it and the way the services will be provided;
  - (e) charge you a fee that is fair and reasonable and let you know how and when you will be billed;
  - (f) give you clear information and advice;
  - (g) protect your privacy and ensure appropriate confidentiality;
  - (h) treat you fairly, respectfully, and without discrimination;
  - (i) keep you informed about the work being done and advise you when it is completed; and
  - (j) let you know how to make a complaint and deal with any complaint you make promptly and fairly.
4. The NZLS Rules set out obligations that Dominion Law owes to its clients. Those obligations are subject to other overriding duties, including duties to the courts and to the justice system.
5. If you have any questions, please feel free to call us or alternatively you can visit [www.lawsociety.org.nz](http://www.lawsociety.org.nz) or call 0800 261 801.

**Fees**

6. The basis on which fees are charged and when payment of fees is to be made is set out in the Terms of Engagement.

**Insurance**

7. Dominion Law holds indemnity insurance that exceeds the minimum standards specified by the New Zealand Law Society. We will provide you with the particulars of the minimum standards upon request.

**Fidelity Fund**

8. The New Zealand Law Society maintains the Lawyers Fidelity Fund for the purpose of providing clients of lawyers with protection against financial 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**

9. At the same time as you receive this information we will provide you with the name and contact details of the person at Dominion Law who will have responsibility for your work.
10. If you have a complaint about Dominion Law or any of the services provided you may:
  - (a) refer your complaint to the person or people at Dominion Law who have overall responsibility for the work and service provided to you; and/or
  - (b) if you are not satisfied with the response to your complaint or if you wish to speak to another person about your complaint, you may contact any partner of Dominion Law. The name, direct phone number and email address of the Dominion Law partners are available on our website at [www.dominionlaw.co.nz](http://www.dominionlaw.co.nz).
11. You may also make a complaint to the complaints service established by the New Zealand Law Society. To do so, you should contact the New Zealand Law Society at PO Box 5041, Lambton Quay, Wellington 5145, or telephone 04 472 7837.