

## TERMS OF BUSINESS

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Terms of Business apply for all work that we undertake on your behalf until either, you notify us in writing that we no longer represent you or we notify you in writing that the Terms of Business are being varied.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.

You do not need to sign these Terms of Business in order to accept them. We will take your continued instructions as acceptance of these terms.

### Confidential Information

We will not disclose to any other person 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 at [www.lawsociety.org.nz](http://www.lawsociety.org.nz).

### Conflicts

We will comply with the NZLS Rules in respect of conflicts of interest.

Absent a disqualifying conflict of interest, our acting for you will not restrict us from acting for another client in relation to any 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.

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.

### Advice and Services

Any advice given by us:

- may not be relied on by any other person unless we agree to that in writing;
- is subject to changes in the law after the date it is given.

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.

When our instructions on a matter are completed our representation of you will end; and we are not obliged to: notify you of any subsequent change of law in respect of that representation; or provide any further services related to that matter.

### 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: ANZ Bank Limited,

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 complement our legal services as our advice will not address or include advice on any tax or accounting matters or alternatively instruct us to engage a tax specialist on your behalf. 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, Leone Griffiths. She may be contacted by letter; by email at [leone@dominionlaw.co.nz](mailto:leone@dominionlaw.co.nz) or by telephoning her on 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](http://www.lawsociety.org.nz) or call **0800 261 801**.

### **Limitations on extent of our Obligations**

In addition to these terms, any specific limitations on the extent of our obligations to you are set out in our letter of engagement.

### **Limit of liability and period for bringing any claim**

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) (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.

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 this provision. How any liability is allocated must be resolved amongst the clients.

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. The "late knowledge" provisions in the Limitation Act 2010 do not apply.

This clause is for the benefit of any staff member 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 this clause to any claim against a barrister, the reference to fees in these Terms of Business shall be read as being a reference to that barrister's fees.

### **CREDIT CHECKING AND REPORTING**

We may use Debtworks NZ Limited ("Debtworks") 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 Debtwork's credit reporting service to credit check you.

You understand that:

Debtworks will give us information about you for that purpose.

We will give your personal information to Debtworks, and that Debtworks will hold that information on their systems and use it to provide their credit reporting service.

If you default in your payment obligations to us, information about that default may be given to Debtworks, and Debtworks may give information about your default to other Debtworks customers.

## **Trust Account**

Our firm maintains separate trust accounts for all funds which it receives from or holds on behalf of clients. Significant funds held for you may be placed on interest earning deposit with a registered bank and we may charge an administration fee of 5% of the net interest earned. If we deposit funds on your behalf, we will need either your IRD number or a copy of your interest withholding tax exemption certificate. It is your responsibility to provide us with these details.

We may deduct from funds held on your behalf in our trust account any fees (including the administration fee referred to in these Terms of Business, as well as costs or disbursements for which we have provided an invoice.

## **Termination**

You may terminate this agreement at any time.

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

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

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.

## **Retention of your documents**

You may leave documents in our possession after conclusion of your matter. However, we usually destroy our files 7 years after a matter is completed. If you do not retrieve your documents within that period, we have your authority to destroy them.

## **Intellectual Property**

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.