

Gascoigne Wicks' Terms of Engagement

1. Our duties to you

- 1.1 When we do work for you, we 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 with you your objectives and how they should best be achieved
 - (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
 - (j) Let you know how to make a complaint and deal with any complaint promptly and fairly
- 1.2 Our duties are owed to you, the client named in our letter of engagement. Nobody else (such as family members, shareholders, directors or related companies) can rely on our advice without our written consent.
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2. Your privacy and confidentiality

- 2.1 We consider client confidentiality to be of utmost importance. We will treat all information we hold about you in strict confidence. We will not use it or share it unless:
- (a) You agree or ask us to;
 - (b) We need to do so we can carry out work for you; or
 - (c) The Law requires us to, or the Rules of Conduct and Client Care for Lawyers permit us to.
- As a routine matter of communication, we will email confidential documents to you unless you have given us advice to the contrary.
- 2.2 We are obliged to provide any information we hold relating to your United States Foreign Account Tax Compliance Act (FATCA) or Common Reporting Standards (CRS) status, or other FATCA or CRS matters to Inland Revenue and to our bank if they request information to be able to meet their FATCA or CRS obligations.
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3. How we avoid conflicts of interest

- 3.1 When we do work for you, we will always protect and promote your interests.
- 3.2 Before we accept a job from you, we will do our best to find out if any conflict of interest exists.
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- 3.3 If we find a conflict at any time, we will immediately let you know and tell you how we plan to deal with the conflict. That may mean we stop working for you, the other client or both.
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4. Scope of our work

- 4.1 We are not qualified to give:
- (a) Investment advice. You should get that advice from a qualified financial advisor;
 - (b) Tax advice. You should get that advice from your accountant or tax advisor; or
 - (c) Advice about foreign laws. We can help you to contact a lawyer in the other country.
- 4.2 Unless we agree to do so in writing, we will not:
- (a) Remind you about dates (e.g., PPSR, lease or consent expiry dates); or
 - (b) Update advice after it is given.
 - (c) Any funds released from Gascoigne Wicks or processed through our Trust Account will be in NZ Dollars unless clear and unequivocal instructions are received from you in advance, requesting alternative arrangements.
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5. Intellectual property

- 5.1 Unless we agree otherwise:
- (a) We retain ownership of all opinions, documents and other intellectual property created by us;
 - (b) You must not provide our advice to others (such as using our opinions in any public document or statement).
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6. Storing records

- 6.1 You authorise us to destroy all files and documents about a matter 7 years after that matter has been completed. We may destroy paper files or documents earlier if we have an electronic copy of them. We will not destroy any documents we have agreed to hold in safe custody for you (such as Wills).
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7. Our fees and expenses

- 7.1 We will always charge you a fair fee for the work undertaken.
- 7.2 Unless we agree with you otherwise, our fees will be calculated based on the time we spend on a matter charged at our hourly rates and adjusted where appropriate for other factors permitted by the Rules of Conduct and Client Care for Lawyers (such as the complexity, urgency, importance, specialised knowledge, responsibility and risk involved and the results achieved).
- 7.3 Unless we state otherwise, our fees, estimates and hourly rates do not include GST or office expenses and disbursements, which are payable by you.
- 7.4 We charge you an administration charge to cover office expenses (such as photocopying, printing, phone calls, faxing and file storage). This charge is calculated at 2% of our legal fees (excluding GST). These will be included separately in our invoice to you.
- 7.5 *We may invoice you monthly for work performed during the month.*
- 7.6 When we do work for you, we may have to cover some disbursements or make other payments on your behalf (such as search fees, registration fees, travel costs, court charges and agents' fees). These may be billed
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- separately and are due on receipt of our disbursement note.
Some activities such as searches, may be carried out, and will be included in the disbursements shown on the invoice.
- 7.7 Fees, hourly rates, office expenses and disbursements may change from time to time.
- 7.8 We generally charge a 6% administration fee on any gross interest earned on funds held in an interest-bearing deposit.

8. Paying your account

- 8.1 We may issue accounts monthly and on completion of a matter or the ending of our engagement. We may also send you an account when we incur a significant expense (as in circumstances outlined in 7.5 above).
- 8.2 Our accounts must be paid 14 days after the date of our account.
- 8.3 Sometimes we may require you to pay fees, office expenses and disbursements in advance. If we do we will hold your payment in our trust account and only deduct our fees, office expenses and disbursements when we issue you an account.
- 8.4 If we hold funds in our trust account on your behalf (including any judgment, sale proceeds, settlement amount or other money), any fees, office expenses or disbursements we have issued you an account for may be deducted.
- 8.5 We may charge compounding interest on unpaid accounts at the rate of 15% per annum. We may also take action to recover unpaid accounts and charge you the cost of that recovery.
- 8.6 At your request or with your approval, we may send our accounts to a third party to pay on your behalf. You are still responsible for payment by the due date if the third party does not pay us.
- 8.7 Monthly statements may be sent to you by email.
- 8.8 If payment is overdue, we are entitled to take a charge over your real or personal property or thing in action which is or has been the subject matter of your instructions.
- 8.9 We may retain your file and all documents that we hold on your behalf until all fees are paid in full.

9. Ending our engagement

- 9.1 You may end our engagement at any time by giving us reasonable notice.
- 9.2 If we have good cause, we may decide to stop working for you, such as if you:
- (a) Do not provide us with instructions promptly;
 - (b) Are unable to, or do not, pay our fees as agreed; including interim fees; or
 - (c) Against our advice, act in a way we believe is inconsistent with our fundamental obligations as lawyers or highly imprudent. This does not apply to litigation.
- 9.3 If we decide to stop working for you, we will give you reasonable notice and help you find another lawyer.
- 9.4 Before you take your records, you need to pay our fees for the work we have done for you. We may keep a copy of any records you take.

10. Professional indemnity insurance and Lawyers' Fidelity Fund

- 10.1 We hold professional indemnity insurance that exceeds the New Zealand Law Society's minimum standards. If you would like further information about our insurance, please ask.

- 10.2 The New Zealand Law Society operates a Lawyers' Fidelity Fund to compensate clients who suffer theft of money or property entrusted to lawyers. The Fund covers losses of up to \$100,000 per individual claimant. It does not cover loss where you have instructed us to invest money on your behalf (subject to limited exceptions set out in the Lawyers and Conveyancers Act 2006)

11. Limitation of liability

- 11.1 We limit our liability to you. The maximum aggregate amount that we will have to pay you is NZ\$5 million. We will not have to pay you more than the maximum aggregate amount for anything caused by or resulting from anything we do or do not do, or delay in doing, whether or not it is contemplated or authorised by any agreement with you.
- 11.2 The limit in clause 11 applies to the extent permitted by law, whatever you are claiming for, and however liability arises or might arise if not for this clause (whether in contract, tort (including negligence), equity or otherwise).
- 11.3 If you are more than one person (such as a couple or partnership) this maximum is the maximum combined amount that we will have to pay you together.
- 11.4 If you engage us to do work for the purposes of a business, you agree the Consumer Guarantees Act does not apply. Otherwise, nothing in this clause 11 limits any rights you may have under the Consumer Guarantees Act.
- 11.5 We shall not be liable for any loss or liability caused or contributed to by inaccurate or incomplete information supplied by you or third parties (including public records and expert witnesses) or because you did not receive or read a communication we sent you.

12. How we handle complaints

- 12.1 We are committed to providing services of the highest professional standards.
- 12.2 We will deal with any complaints promptly and fairly.
- 12.3 Please contact us straight away if you have a question about an account or if you are unhappy with any other aspect of our work. You may contact:
- (a) The Partner responsible for your work; or
 - (b) Our Practice Manager by phone, post or email to cbarnett@gwlaw.co.nz
- 12.4 The New Zealand Law Society also has a complaints service. Please telephone 0800 261 801 for information and advice about making a complaint.

We value our relationship with our clients. If you have any questions about these terms, please ask.

As most of our correspondence is sent by email, please ensure we are notified immediately if you change your email address.

V4 July 2019.