

DEAN & ASSOCIATES' TERMS OF ENGAGEMENT AND INFORMATION FOR CLIENTS

These terms of engagement ("Terms") apply to all work carried out by us for you unless we agree otherwise.

Our Fees

We will consider one or more of the following factors in estimating and calculating our fees:

- Any estimate or quote given;
- The skill, specialised knowledge, and responsibility required;
- The importance of the matter to you and the result achieved;
- The urgency and the circumstances of the matter and any time limitations imposed;
- The degree of risk assumed by us;
- The value or amount of any property or money involved;
- The complexity of the matter and the difficulty or novelty of the questions involved;
- The experience, reputation and ability of the lawyer;
- The possibility that accepting your instructions will preclude our engagement by other clients;
- The time and labour expended;
- The reasonable costs of running our practice;
- Any fee agreement entered by you with us;
- The fees customarily charged in the local market for similar services.

In providing services we may incur disbursements or have to make payments to third parties on your behalf. We will include these in our invoice to you when the expense is incurred. We may require an advance payment for disbursements or expenses that we incur on your behalf.

Our invoices will include Goods & Services Tax as applicable.

We may send interim invoices to you (usually monthly). We may also send you an invoice when we incur a significant expense.

We may deduct fees and disbursements that we have invoiced to you from funds held in trust on your behalf.

Invoices are payable by the 20th of the month following the date of the invoice, unless alternative arrangements have been made with us.

We may ask you to pre-pay amounts to us or provide security for our fees and expenses. If we have given an invoice to you for fees or disbursements you authorise us:

- to debit our invoice against amounts pre-paid by you; and
- to deduct our invoice from any funds held on your behalf in our trust account

You might expect a third party to pay or reimburse our fee to you. However, you remain responsible to pay us even though the third party fails to pay us.

Confidentiality

We will hold in confidence all information about you or your affairs that we acquire in acting for you. We will not disclose any of this information to any other person except:

- as necessary or desirable to enable us to carry out your instructions; or
- as required by law or by the Law Society's Rules of Conduct and Client Care for Lawyers.

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 not disclose to you confidential information that we have about another client.

Termination

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.

If our retainer is terminated you must pay us all fees and expenses due up to the date of termination.

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 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.

Conflicts of Interest

We have procedures to identify and respond to conflicts of interest. We will tell you if a conflict of interest arises and we will follow the requirements and procedures set out in the Law Society's Rules of Conduct and Client Care for Lawyers.

Duty of Care

Our duty of care is to you only. We must agree, expressly, before another person may rely on our advice.

Trust Account

We maintain a trust account for all funds that we receive from clients (except money 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 from the interest derived.

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 to provide clients of lawyers with protection against pecuniary loss arising from theft by lawyers. The maximum compensation payable by the Fidelity Fund 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, Ann Little.

She may be contacted as follows:

- by letter;
- by email at annl@deanlaw.co.nz ;
- by telephoning her at 03 434 5128.

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.

Persons Responsible for the Work:

The names and status of the person or persons responsible for doing or supervising your work are set out in our letter of engagement.

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. Our relationship with you is governed by New Zealand law and New Zealand courts have non-exclusive jurisdiction.

Client Care and Service

In providing the services, your lawyer 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

We rely on information that you give us in performing the work. We will not seek independent verification of that information. It is vital that you inform us of anything that may affect the services. We will rely upon the accuracy and completeness of information that is available publicly and information that may be provided on your behalf or at your request by third parties. Any other limitations on the extent of our obligations to you or any limitation or exclusion of liability are set out in our letter of engagement.

Any discussion or correspondence we have with you regarding any financial, proprietary or valuation of property matter whatsoever is for information purposes only.

Dean & Associates does not hold itself out as providing any financial, proprietary, valuation of property or related advice. Dean & Associates also does not make any recommendation or endorsement as to any investment, advisor or other service or product or to any material submitted by third parties. In addition, Dean & Associates does not offer any advice regarding the nature, potential value or suitability of any particular investment, security or investment strategy. Dean & Associates recommends always consulting a suitably qualified financial professional and/or tax professional on any specific problem, issue or investment opportunity.