

TERMS OF ENGAGEMENT

Service

1. Our firm is committed to serving you professionally and ethically. We make the following undertakings to you:

We will hold strictly confidential all communications with you, and all information that we receive from you during the course of our dealings.

We will not reveal your confidences without your agreement.

We will pursue your work conscientiously. In turn we will need your full and timely co-operation to help represent you.

We will work with you to develop an understanding of your expectations.

We will work together to establish goals and deadlines that meet your needs.

We will communicate with you and keep you informed about the status of your work. Your telephone calls will be returned promptly. We will send to you copies of significant correspondence and other documents.

Solicitors

2. Sam Laubscher (Principal), or Max Lamb (Consultant), will have primary responsibility for your matter, but will utilise other solicitors and legal assistants in the office in the best exercise of their professional judgement.

Professional Fees

3. Generally our fees are based on the time taken to complete the work and any other relevant factors specified by the New Zealand Law Society.
4. Our firm's schedule of hourly rates for solicitors and other members of the professional staff are based on years of experience, specialisation, and level of professional attainment. Sam has a present hourly rate of \$385.00, Max has a present hourly rate of \$425.00, (not including GST) and to the extent that other solicitors and legal assistants are involved, their present rates will vary from \$175.00 to \$285.00 an hour plus GST. Hourly rates are subject to review at which time you will receive notice of the reviewed rates.
5. The time spent by us on your behalf for which you will be charged will include:
 - Personal and telephone attendances on you.
 - Correspondence with you.
 - Considering the law and facts of your matter.
 - Reading and considering incoming letters, papers and documents.
 - Preparing papers.
 - Correspondence with solicitors and third parties.

Instructing inquiry agents and experts.

Attendances on your behalf.

Time spent on traveling (**in some cases**).

6. Apart from time, other factors that may be taken into account in setting our fee include the urgency with which the matter is required to be completed, the degree of specialised knowledge required, the degree of risk assumed by us in undertaking the services including the value of any property, assets or subject matter involved, and the complexity of the matter.

Our Estimate of Costs

7. Please note any estimate is given in good faith based upon the information we have received to date, and our previous experience in such matters. If we find an estimate is likely to be exceeded, we will advise you with due expedition, and explain why, so that we can obtain your further instructions at that time.

Accounts

8. Our accounts are due for payment 14 days after the date of the account unless prior arrangements are made with us in writing.
9. You authorise us to deduct our fees, expenses or disbursements from any funds held in our trust account on your behalf where we have provided an invoice.
10. Interim fees may be rendered at regular intervals and a final account will be forwarded promptly on completion of the instructions.
11. If any account is not paid within 30 days, interest will be charged on the outstanding balance at the rate of 16% per annum from the date upon which payment was due, and you will be responsible for any reasonable debt collection costs that we incur in recovering outstanding amounts due to us.
12. Unless otherwise agreed, if your accounts remain outstanding after 60 days, no further work will be undertaken by any lawyer of the firm until appropriate arrangements are made to bring the account back into good standing.

Disbursements

13. Disbursements include expenses such as court filing fees, barristers fees, toll calls, faxes, photocopying, travel expenses, couriers and the fees of agents who serve documents and who conduct investigations, searches and registrations. You are responsible for reimbursing our firm for disbursements. Disbursements may be included with our accounts or may be billed separately. Firm policy requires us to obtain from you funds in advance for significant disbursements.

Settlement Monies

14. For property and financing transactions where payment of monies is due by you, we require clear funds for the correct amount to be deposited with us no later than the morning of the settlement.

Termination of Legal Services

15. At all times you have the right to terminate our services upon giving us reasonable written notice to that effect.
16. We may terminate the retainer if there is good cause, such as you not providing us with instructions in a sufficiently timely manner or in your unwillingness, inability or failure to pay our fee on an agreed basis, or, except in litigation matters your adopting against our advice a course of action which we believe is highly imprudent and may be inconsistent with our fundamental obligations as lawyers. If we terminate the retainer we will give you reasonable notice so that you can arrange alternative representation and we shall give you reasonable assistance to find another lawyer.
17. If our retainer is terminated you must pay us all fees due up to the date of termination and all expenses incurred up to that date.

Privacy of Information

18. Over the course of your involvement with us, we may collect and hold personal information concerning you. Failure to provide us with information may preclude us from providing services to you or limit the quality of the services provided.
19. Information concerning you will be used by us to provide legal services, to obtain credit or other references, to undertake credit management and to inform you of issues and developments that may be of interest to you. You authorise us to obtain from any person, or release to any person, any information necessary for those purposes and you authorise any person to release information to us that we require for those purposes.

Subject to the above we will treat all information we hold about you as private and confidential and will not disclose any information we hold on your behalf or about you unless we are required to do so by law or when requested by you or with your consent.

20. Information concerning you will be held at our office. Under the Privacy Act 1993 you have the right of access to, and correction of, your personal information held by us.
21. The Financial Transactions Reporting Act 1996 requires us to collect from you and retain information required to verify your identity.

Communications

22. If you have a preferred method of our firm communicating with you, please let us know.
23. We do not accept any liability for loss arising from non-receipt of any communication, including computer email communications.

Files and Documents

24. At the end of your matter we will keep your file for a period of 10 years from completion and thereafter we will destroy it. You are welcome to uplift your file provided that all fees and costs have been paid. Please give us reasonable notice before collecting your file should you wish to do so.

The Lawyers' Fidelity Fund (the Fund)

25. The Fund exists to provide compensation of up to \$100,000.00 per claimant for clients who suffer a pecuniary loss in certain circumstances. These circumstances are the theft by a lawyer of money or other valuable property entrusted to that lawyer while they are providing legal services to the public or while they are acting as a solicitor-trustee.
26. It should be noted though that the Fund will not pay compensation in respect of moneys instructed to be invested unless they are funds invested in a bank in New Zealand, or in some private loans such as family loans.
27. As your money has been paid to us with instructions to invest, it will not be subject to compensation from the Fund.
28. This is only a summary of the major provisions in the Lawyers and Conveyancers Act 2006 relating to the Fund. If you would like further information please ask us.

Professional Indemnity Insurance

29. We hold current Professional Indemnity Insurance which exceeds the minimum standards from time to time specified by the New Zealand Law Society.

If you have a Complaint

30. We will provide you with a competent, timely service following your instructions, but if you have any complaint at all about our service please raise it with the partner responsible for your matter, or, if you prefer, any other partner in our firm.
31. If it cannot be resolved immediately to your satisfaction we shall appoint a partner who has not been involved in your matter to deal with it promptly and fairly.
32. If you are not satisfied with the outcome, you have the right to take the matter up with the New Zealand Law Society which runs a complaints service. The New Zealand Law Society may be contacted by writing to PO Box 5041, Lambton Quay, Wellington 6145.

Agreement

33. If we do not hear to the contrary, we will assume that you agree with all of the above terms and will proceed accordingly. If you conclude that you do not want our firm to act on your behalf, please inform us promptly.
34. Please contact us if you have any questions or concerns relating to any matters outlined in this letter. We value our relationship with you and encourage you to talk to us with any queries you may have.
35. We look forward to working with you and shall use our best efforts on your behalf.

LAMB BAIN LAUBSCHER