

OUR TERMS OF ENGAGEMENT



ANTONY HAMEL LAWYER

Set out below is the information required by the Rules of Conduct and Client Care for Lawyers of the New Zealand Law Society ("Law Society") and our Terms of Engagement (collectively "Terms"). These Terms apply in respect of all work carried out by us for you, except to the extent that we otherwise agree with you in writing.

1.Services The services which we are to provide for you are outlined in our Letter of Engagement.

2.Confidentiality We will hold in confidence all information concerning you or your affairs that we acquire during the

course of acting for you. We will not disclose any of this information to any other person except:

a.to the extent necessary or desirable to enable us to carry out your instructions; or

b.to the extent 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 of course, not disclose to you confidential information which we have in relation to any other client.

3.Companies and Trusts If you are instructing us in your 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 you remain personally liable along with the company trust or estate to pay our fees and disbursements.

4.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 due up to the date of termination and all expenses incurred up to that date.

5.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) seven years after our engagement ends, or earlier if we have converted those files and documents to an electronic format.

6.Conflicts of Interest We have procedures in place to identify and respond to conflicts of interest. If a conflict of interest arises we will advise you of this and follow the requirements and procedures set out in the Law Society's Rules of Conduct and Client Care for Lawyers.

7.Duty of Care Our duty of care is to you and not to any other person. Before any other person may rely on our advice, we must expressly agree to this.

8.Trust Account We maintain a trust account for all funds which we receive from clients (except monies 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 of 10% of the interest derived.

9.General 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,

in which case we will send you amended Terms. Our relationship with you is governed by New Zealand law and New Zealand courts have non-exclusive jurisdiction.

10. 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.

11. Lawyers Fidelity Fund The Law Society maintains the Lawyers Fidelity Fund for the purposes 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 Lawyer & 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.

12. 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 Mike O'Neill, Solicitor, O'Neill Devereux, Dunedin. He may be contacted as follows: by letter at P.O. Box 909, Dunedin by email at mike@ond.co.nz by telephoning him on 477 6801. The Law Society also maintains a 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.

13. Persons Responsible for the Work The names and status of the person or persons who will have the general carriage of or overall responsibility for the services we provide for you are Antony Hamel –Principal, Lenore Brady - Staff Lawyer: and Marilynne Brownlie - Legal Executive.

14. Client Care and Service: The Law Society client care and service information is set out below.

Whatever legal services we provide, we must:

- 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.

The obligations we owe to you 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.lawyers.org.nz or call 0800 261 801.

15. Financial Matters

a. Fees: The fees which we will charge or the manner in which they will be arrived at, are set out in our Letter of Engagement. No additional charge will be made for attempts at humour. Time spent is recorded in 10-minute units, with time rounded up to the next unit of 10 minutes. We may deduct from any funds held on your behalf in our trust account any fees, expenses or disbursements for which we have provided an invoice. The following factors will be taken into account in determining our fee:

i. The time and labour used in completing your work.

ii. The skill, specialised knowledge, and responsibility required doing a good job for you:

iii. The importance of the matter to you and the results achieved:

iv. The urgency and circumstances in which the matter is undertaken and any time limitations imposed, including those imposed by you:

v. The degree of risk assumed by us in undertaking the services, including the amount or value of any property involved:

vi. The complexity of the matter and the difficulty or novelty of the questions involved:

vii. Our experience, reputation, and ability:

viii. The possibility that the acceptance of you as a client will preclude us being engaged by other clients:

ix. Our reasonable costs incurred in running Antony Hamel Lawyer:

x. The fees that are customarily charged in the market and Dunedin for similar services.

b. Disbursements and expenses: In providing services we may incur disbursements or have to make payments to third parties on your behalf. These will be included in our invoice to you when the expense is incurred. We may require an advance payment for the disbursements or expenses which we will be incurring on your behalf.

c. GST (if any): Is payable by you on our fees and charges.

d. Invoices: We will send interim invoices to you, usually monthly and on completion of the matter, or termination of our engagement. We may also send you an invoice when we incur a significant expense.

e. Payment Invoices are payable within 14 days of the date of the invoice, unless alternative arrangements have been made with us. We may require interest to be paid on any account which is more than 7 days overdue. Interest will be calculated at the rate of 5% above our firm's main trading bank's 90-day bank bill buy rate as at the close of business on the date payment became due.

f. Security: We may ask you to prepay amounts to us, or to provide security for our fees and expenses. You authorise us: to debit against amounts pre-paid to you; and to deduct from any funds held on your behalf in our trust account any fees, expenses or disbursements for which we have provided an invoice.

g.Third Parties: Although you may expect to be reimbursed by a third party for our fees and expenses, and although our invoices may at your request or with your approval be directed to a third party, nevertheless you remain responsible for payment to us if the third party fails to pay us.

16.Limitations on extent of our Obligations or Liability

We do not provide taxation, finance or investment services. You need to consult a tax accountant for the tax implications of the transaction. Any additional limitations on the extent of our obligations to you or any limitation or exclusion of liability are set out in our Letter of Engagement attached.

17.Privacy Statement

a.We collect personal information from you, including information about your name, contact information, address, interactions with us, billing information, financial history, passports and driver licences

b.We collect your personal information in order to complete legal works for our clients.

c.Besides our staff, we share this information with other parties in order to complete legal work, but only as allowed by our clients or required by law.

d.Providing some information is optional. If you choose not to enter some, we'll be limited in our capacity to help them. If we do not get sufficient ID and proof of address then that is that, we cannot help you if helping you means handling money for you at all.

e.We keep your information safe by storing it in our offices, and on our digital files. and making sure that our digital information is secure.

f.We keep your information for as long as we possibly can at which point we securely destroy it by scanning the files, and securely disposing of the paper files. We will have a record of your transaction for at least seven years.

g.Our contractor burns the files and we hope uses the heat generated from this process to power industry in Kaikorai Valley!

h.You have the right to ask for a copy of any personal information we hold about you, and to ask for it to be corrected if you think it is wrong. If you'd like to ask for a copy of your information, or to have it corrected, please contact us on 03 477 7231, or antony@bondlaw.co.nz, or PO Box 1440, Dunedin.