

Trollope & Co Terms of Engagement

1. Introduction – Our Relationship

- 1.1. These terms apply to all legal services provided by us to you, unless we have an alternative arrangement with you in writing.
- 1.2. Your continued instructions will constitute acceptance of these terms – there is no need for you to sign them. If you have any questions about these terms, please contact the person responsible for your file.

2. Services

- 2.1. Where appropriate, we may delegate your instructions to a solicitor or professional other than the solicitor originally instructed.

3. Communications

- 3.1. We will report to you periodically on the progress of any matter and will always try to keep you informed of any unexpected delays or changes in the character of the work being undertaken. You are welcome to request a progress report at any time.
- 3.2. If you provide us with a facsimile number or email address then we may fax or email our communications to you without first letting you know, unless you tell us otherwise.
- 3.3. From time to time we may send you information such as client newsletters, updates and other material that may be relevant or of interest to you. These may be sent in electronic form to the electronic address details provided by you. Unless you tell us otherwise, we will assume that you agree to receive this information. If you would prefer not to receive such information, please let us know.

4. Legal fees

- 4.1. Our fees are calculated in accordance with the guidelines set by the New Zealand Law Society and take into account factors including:
 - 4.1.1. The time and labour expended.
 - 4.1.2. The skill, specialised knowledge and responsibility required to perform the services properly.
 - 4.1.3. The importance of the matter to you and the results obtained.
 - 4.1.4. The urgency and circumstances in which the matter is undertaken and any time limitations imposed, including those imposed by you.
 - 4.1.5. The degree or risk assumed by us in undertaking the services including the amount and value of any property involved.
 - 4.1.6. The complexity of the matter and the difficulty or novelty of the questions involved.
 - 4.1.7. The experience, reputation and ability of the lawyer.
 - 4.1.8. The possibility that the acceptance of the particular retainer will preclude employment of the lawyer by other clients.
 - 4.1.9. Whether the fee is fixed or conditional (whether in litigation or otherwise).
 - 4.1.10. Any quote or estimate of fees that we have given you.
 - 4.1.11. Any fee agreement (including a conditional fee agreement) entered into between us and you.
 - 4.1.12. The reasonable costs of running a practice.
 - 4.1.13. The fee customarily charged in the market and locality for similar legal services.
- 4.2. Where we have been instructed jointly by two or more people, each person shall be jointly and severally liable for the payment of our fees.

- 4.3. Our fees are payable by you regardless of whether the matter is resolved by settlement or by hearing, and regardless of whether you achieve the result that you want.

- 4.4. You are our client, and we have a duty to act in your best interests. However, in matters that are before the Court, we also have overriding duties as officers of the Court. This means that we have a duty to be completely honest with the Court, and to put all relevant law before the Court so that it can make its decision, whether the information supports your case or not. We also cannot put information before the Court if we believe that information to be untrue or misleading.

5. Estimates

- 5.1. We will provide a fee estimate if you request one.
- 5.2. We will endeavour to ensure that any estimate of our fee is realistic, and where appropriate, we will state any significant assumptions in making the estimate. However, any estimate is only a guide, and the amount of the final fee may be more or less depending on all the circumstances. Our fee estimate may be stated as a range.
- 5.3. Unless otherwise stated, any fee estimate will not include office charges, disbursements or GST.
- 5.4. We emphasise that any fee estimate is not a quote, nor a cap on what may be charged.

6. Expenses/Disbursements

- 6.1. In addition to fees for our professional services, our bills will include expenses and disbursements incurred on your behalf. These costs may include (but are not limited to) photocopying, courier, telephone and facsimile, search fees, court filing fees, registration fees and travel.
- 6.2. If we need to incur an expense or disbursements on your behalf which amounts to more than a nominal sum, we may request payment in advance.

7. Billing

- 7.1. We will normally send you a monthly account on an interim basis for ongoing matters involving work spread over more than one month.
- 7.2. Final accounts will be rendered on completion of each matter.
- 7.3. We may ask you for funds in advance to be held in trust and applied by us with your approval in payment of our fees and expenses.

8. Payment

- 8.1. Our accounts are payable within 14 days following the date of the invoice, unless alternative arrangements have been agreed with you in writing.
- 8.2. Trollope & Co accepts payment by direct credit (internet banking), cheque or cash.
- 8.3. For conveyancing matters, payment of our legal fees and expenses is required on settlement of the transaction.
- 8.4. With your consent, we may deduct our fees and expenses from funds held in our trust account on your behalf.
- 8.5. Part payment of an account will not be accepted as partial settlement of the full amount of the account unless we agree in writing to accept the reduced amount as full settlement.

9. Unpaid Accounts

- 9.1. Should you have difficulty in meeting any of our accounts, please contact us without delay so that we may discuss whether a payment arrangement is appropriate.
- 9.2. If our account to you or any part of it remains unpaid beyond the 14 days following the date of the invoice we may stop work on your matter, or terminate our representation in a manner which is consistent with our obligations.
- 9.3. You will be liable for all costs associated with the collection and recovery of your overdue and unpaid account (including costs on a solicitor/client basis and any credit agency fees) and we reserve the right to charge you interest on overdue accounts at the rate of 2% per month on the outstanding amount.
- 9.4. Information you have provided may be used to assist in the collection of your overdue account and we may obtain from and give to any third party (including credit agencies) information which will assist us to obtain payment of the outstanding debt.

10. Funds – Trust Account

- 10.1. Trollope & Co operates a trust account. Money received by you or on your behalf may be held to your credit in the trust account. Payments out of the trust account will be made to you or to others with your authority. Written authorisation from you may be required where payment is to be made to a third party.
- 10.2. A full record of Trollope & Co's trust account is kept at all times. A statement of trust account transactions detailing funds received and payments made on your behalf will be provided at any time upon your request.
- 10.3. Where appropriate, funds will be placed on call deposit with a trading bank registered under section 69 of the Reserve Bank Act 1989. Funds may also be placed on term deposit. Your written authority will be required for a term investment.
- 10.4. Interest earned from call deposits or term deposits, less withholding tax and an interest collection commission payable to Trollope & Co will be credited to your account.
- 10.5. In accordance with the Lawyers and Conveyancers Act 2006, monies held in our trust account but which are not placed on call or term deposit will not earn you interest.
- 10.6. If you request a payment from our trust account to be made by direct credit to your account, we will require evidence of the account number in one of the following forms:
 - Original or faxed bank deposit slip.
 - Signed hand written bank deposit slip.
 - Signed letter from you.
 - Copy of cheque or bank statement.
 - Letter from your bank.

11. Confidentiality

- 11.1. Information disclosed to us by you will be afforded confidentiality to the fullest extent allowed by law, and by the New Zealand Law Society's rules. All of our staff sign a confidentiality agreement which means that information will not be disclosed to anyone outside the firm except, so far as necessary, to further your interests.

12. Privacy

- 12.1. In order to provide services to you, and as part of our continuing effort to improve the services we offer, we maintain a database of basic client information (such as names, contact details and IRD numbers

where appropriate). From time to time we may request that you confirm the accuracy of the information we hold about you. Such information will be used by us, our staff and agents for the purposes of acting on your behalf.

- 12.2. It may be necessary to obtain information on your behalf from other people, companies or institutions. One common instance is the confirmation of local council rate details on the sale of your property.
- 12.3. If you are an individual, you have a right to access information which we hold about you and may request correction of such information.

13. Verifying your Identity

- 13.1. We may ask you to show us documents verifying your identity. We are legally required by the Financial Transactions Reporting Act 1996 and the procedures for electronic registration of land transactions to take a copy of documents verifying the identity of the client in some transactions.

14. Conflicts of Interest

- 14.1. We take steps to ensure that no conflict of interest arises between clients from whom we have taken instructions. On the rare occasions that a conflict or potential conflict does arise, we will follow the New Zealand Law Society's rules. In particular we will:
 - 14.1.1. Advise the clients involved of the conflict or potential conflict.
 - 14.1.2. Advise the clients involved that they should take independent advice and arrange that advice if required.
 - 14.1.3. Decline to act further for any client in the matter where to continue to act would, or would be likely to, disadvantage any of the clients involved.

15. Files and Documents

- 15.1. Subject to any legal requirement, we retain the files we establish on a matter for a period of 10 years after a matter is completed. We may hold that file electronically rather than physically. After that time we may destroy the file without contacting you.
- 15.2. We may agree to hold important legal documents or deeds relating to your legal affairs for safe keeping (eg signed Wills, trust deeds, leases and commercial contracts). We will hold these documents at your risk, and we may also send them to a reputable secure document storage company in which case the documents will be held subject to our agent's terms and conditions of service. While all reasonable care will be taken, neither we nor our agent will have any liability (direct or indirect) in relation to the provision of this service. These documents will not be destroyed unless requested by you or unless rendered obsolete by the passage of time or for other valid reasons, and you may request the return of these documents at any time. We also reserve the right to cease providing this service and return these documents to you at any time.
- 15.3. If you uplift your files or other documents at any time, we may make copies of them before they are uplifted.

16. Governing Law

- 16.1. These terms of engagement will be governed by and construed in accordance with the laws of New Zealand.

17. Feedback

- 17.1. Client satisfaction is a primary objective of Trollope & Co and feedback from clients is very helpful to us. If you would like to comment on any aspect of the service provided, please contact the person responsible for your file or alternatively, contact the Principal of the practice.