

Terms of Engagement

These are the terms of how we'll work together. These terms cover all services offered by us. They start when you give us instructions to act for you – you don't need to sign anything. We'll update them when needed, and publish the most recent terms on our website.

What we do and don't do

We provide legal advice and representation. We don't provide investment, financial or tax advice. When we start working together, we'll usually provide a Letter of Engagement that confirms the scope of our work. This will set out the person with overall responsibility for your work, and the name and status of who may be carrying out work for you. We will arrange for each aspect of work to be done by the person with the most appropriate level of skill and experience.

Who can give us instructions

(unless you tell otherwise in writing)

- For a company – any director, officer, or other person you authorise
- For a trust – any trustee or officer
- For a partnership – any partner or officer
- For a couple in a transaction – once initial instructions have been given from both of you, we can accept instructions from either of you.

Ending our work together

You can end our work together at any time, and so can we.

You need to pay all fees for work done, and we might charge a cancellation fee as explained below.

We might end our work together if we have good cause, and we'll give you reasonable notice. Good cause might include you:

- instructing us to act in breach of our professional obligations
- not paying your fees
- misleading us
- posing a health and safety risk to us
- not giving us instructions within necessary timeframes
- acting against our advice in ways that we consider reckless or inconsistent with our professional obligations.

Confidentiality

Your work with us and all information related to it is confidential except:

- when we need to share information to do the work for you
- when we're required by law or by the Law Society's Rules of Conduct and Client Care for Lawyers
- information your auditor asks us for (agreeing to these terms means you give us this permission, and agree to pay our fee for that work).



We won't disclose any other client's confidential information to you.

DTI staff might have other roles (like directors, trustees, or in governance). Any information they receive in those roles will remain private to them. They and the firm are not obliged to share that information with you.

Holding your records

Generally, we hold on to your records (physically or digitally) for 7 years after our work ends. After 7 years we'll destroy them. The exception is information about your asset planning, which we retain permanently.

Intellectual property

We own all intellectual property that we create while working for you. You can't reproduce or share our intellectual property without our permission.

Conflicts of interest

We will:

- use in-house procedures to identify and respond to legal conflicts of interest
 - advise you if one arises, and discuss with you how we should proceed
 - take on clients who might be your competitors or have other non-legal interests that conflict with yours. We can do this because we do not share information between clients (as explained above).
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Our duty of care

When we work for you, we have a duty of care to you and you only. This means no one else should rely on the advice we give you unless we say so in writing.

Privacy

In your dealings with us, we will collect and hold personal information about you, and/or people associated with your organisation. We may also obtain information from publicly available sources. We will use that information to undertake our work, carry out your instructions, contact you about issues that we consider will be of interest to you, and to comply with our legal obligations. While providing personal information is your choice, without the information that we request, this may hinder us from starting or continuing work for you, or the level of service we are able to provide.

Information that we collect and hold about you will be kept at our offices and/or at file storage sites. We may also use service providers who store information overseas, e.g. cloud storage facilities and IT servers. We use safeguards that are reasonable in the circumstances to protect this information. If you are an individual, you have the right to access and correct this information.

We may disclose your personal information to a credit agency if we consider it necessary.

Email communications

Email is our most common method of communicating with you. Please let us know if you have other needs. We know that emails and IT systems can be subject to interference, interception, or contain viruses or defects, but we do

our best to keep everything secure and reliable. We don't accept any responsibility and are not liable for any damage or loss due to email problems, outages, viruses, or corruption.

If you get an email that says it's from us but you're not sure, please call to check.

Communication

On occasion, we might send you information that we consider may be relevant e.g. legal updates, or information about issues and/or services that we consider may be relevant to you. This may be sent by email to you. Unless you tell us otherwise, we will assume that you agree to receiving this information. If you prefer not to receive this information, please let us know.

New Zealand jurisdiction

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

Anti-money laundering and identification required

We have an obligation to comply with all laws including:

- Anti-Money Laundering and Countering Financing of Terrorism Act 2009
- laws relating to tax reporting and withholding

That means we need to do due diligence about you, your entity, anyone acting on your behalf, and anyone (like beneficial owners, beneficiaries of a trust) who might be in a position to influence your decision-making. This is especially important if we have any of your funds pass through our trust accounts. We might not be able to act for you until we've finished our due diligence.

If you are	We need
Company (NZ / Foreign)	Certificate of Incorporation
Trust	Trust Deed
Partnership	Partnership Deed
Individual	Passport (NZ / Foreign), National Identity Card or NZ Drivers licence
Other	Constitutional documents (if applicable), documents confirming Directors /Officers /Trustees

Our fees

How we calculate our fees

We charge fees we believe are fair and reasonable. We consider factors including:

- The time, specialist expertise, and complexity involved
 - How much responsibility and risk we are taking on
 - How important and valuable the matter is to you, and the results we're able to achieve
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- How urgent the matter is – whether the urgency is yours or another party (like the Court)
 - How taking on your work might impact on or stop us from taking on work for other clients
 - Market rates and the reasonable costs of running our practice.
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Fee estimates

When we talk to you about our fees, we'll always make it clear if we're quoting you a fixed amount or an estimate. We base our fee estimates on our experience with similar work, but estimates are only a guide.

Sometimes, after a matter is finished, there can be some small duties to carry out. We'll let you know if these come up, and we'll charge an hourly rate to complete these.

If we can see at any time that your work is going to cost more than expected, we'll let you know as soon as possible.

Hourly rates

We charge different hourly rates depending on which lawyer is carrying out your work. We'll tell you those rates in our Letter of Engagement. We review our rates regularly. We usually record our work in minimum 6-minute units. We charge a minimum fee of one hour at the Director's hourly rate for any instructions received.

Cancellation fee

If a large commitment gets cancelled at short notice (like a settlement, mediation or hearing) and we've worked to prepare for it, we may charge a cancellation fee. This includes if your matter gets resolved early (so the commitment isn't needed anymore). We do this because when we expect to carry out a large piece of work for you, we turn down or postpone other work. That's lost income.

We usually charge this fee at the Director's hourly rate based on at least 7 hours per day.

We'll also consider the factors stated in the Rules of Conduct and Client Care for Lawyers, Chapter 9.1, Rule 9.1(a) – (m).

Other things we'll charge for

If expenses (disbursements) arise in the work we are doing for you, we'll pass those costs on to you. We'll either send you an invoice when the expense arises, or we might ask you to pay for expenses up front (like court fees, filing fees, registration fees, mileage, air travel, accommodation, LIM reports, fees for agents, experts, and other professionals).

We also charge for office expenses like couriers, photocopying, retrieving information, online searches, digital document signing, dictation services, and phone charges.

Administration fee	We may charge you an administration fee to cover office expenses (such as photocopying, printing, phone calls, faxing and file storage). Generally, this administration fee will be \$70 and will be included in our first account to you. We reserve the right to charge additional administration fees in subsequent accounts. Any administration fees will be included separately in our accounts to you.
AML/CDD fee	We may charge a fee for costs associated with compliance with our legal obligations under the AML/CFT Act. The fee will be \$40 (inclusive of GST) for each person for whom CDD (client due diligence) is required and \$15 (inclusive of GST) for each person for whom updated CDD is required. We may use electronic biometric identification technology to help us verify your information.
GST	We charge GST on our services and fees.
Invoices	We'll send you interim invoices regularly (usually every month) and a final one when we finish the work. We may invoice you for some expenses/disbursements before they're due to a 3 rd party.
Payment of invoices	Invoices are due for payment within 7 days.
Overdue invoices	<ul style="list-style-type: none"> • Please talk to us first. • 7 days overdue – we'll start charging interest at 5% p/a above the NZ 90-day bank bill rate, compounded monthly. • 14 days overdue – we'll start proceedings to recover the overdue amount plus the interest. We'll also stop work and hold on to your files until you've paid this bill. • If we need to pay a collections service, we'll pass those costs on to you.
Prepayment of fees	<p>We might ask you to pre-pay fees or provide us with security for our fees and expenses. When you instruct us to work for you (and so accept these terms), you give us permission to:</p> <ul style="list-style-type: none"> • deduct our fees and disbursements from any funds we are holding for you in our trust account (see below) • deduct our fees and disbursements from your pre-paid fees or security.
Third party payment of fees	If a 3 rd party is going to pay your invoice, and even if we make the invoice out to them at your request, you are still responsible for payment of the invoice.

Trust account

Here's what you need to know about our trust account.

Depositing your funds

- Any money we receive on your behalf is retained in our trust account, except invoice payments
- If we're holding a large amount of money for you, we may put it in an interest-bearing account. In agreeing to these terms, you agree that we may make a decision at our discretion, about whether or not we put your funds in an interest bearing trust account. In making this decision, we'll weigh the anticipated net interest you would earn against the cost you would incur in us putting the funds in an interest bearing account, including the cost of our time to do so.

Paying out your funds

- We need written authorisation to pay funds to you or anyone else
- We require written confirmation of your bank account number before we pay funds to you, as well as verbal confirmation of the bank account number either in person with you or by phone
- We pay funds by direct credit
- We'll only make payments after funds have cleared
- We'll provide a receipt if you ask for one
- We may claim a set off or lien over all or part of your funds for any debts owed by you to us.

Information required by the Rules of Conduct and Client Care for Lawyers of the New Zealand Law Society

Professional Indemnity Insurance	We hold professional indemnity insurance that meets or exceeds the minimum standards specified by the Law Society. Ask us for details.
Limits to our obligations or liability	We'll specify any limitations to our obligations to you, or any exclusion of liability, in our Letter of Engagement.
Lawyers Fidelity Fund	You are protected against losing any money or property because of dishonesty by lawyers. This is through the Lawyers Fidelity Fund, which has a limit of \$100,000. The fund doesn't cover you for if we invest your money according to your instructions, except in certain circumstances specified in the Lawyers and Conveyancers Act 2006.
Complaints	<p>We care about providing you with a quality service. We invite you to first let us know if you're concerned or unhappy about our service, by speaking directly to the person handling your work.</p> <p>You can also contact one of the directors at:</p> <p style="text-align: center;">PO Box 9198 Hamilton, 07 282 0174 andrea@dtlawyers.co.nz charlotte@dtlawyers.co.nz hayley@dtlawyers.co.nz jaimelomas@dtlawyers.co.nz nick@dtlawyers.co.nz</p> <p>You also have the option of contacting the Law Society's Lawyers Complaints Service on 0800 261 801.</p>
Client Care and Service	<p>We must:</p> <ul style="list-style-type: none">• 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.• Provide you with 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. <p>Our obligations to you are described in the Rules of Conduct and Client Care for Lawyers. They can sometimes be overridden by our obligations to the courts and the justice system.</p> <p>If you have any questions, please visit www.lawsociety.org.nz or call 0800 261 801.</p>

