

INFORMATION FOR CLIENTS

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").

1. Fees:

The basis on which fees will be charged is set out in our letter of engagement. When payment of fees is to be made is set out in our Standard Terms of Engagement.

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.

If you are in default and do not pay on time, you agree that costs may be added to your invoice to cover debt collection charges.

2. Professional Indemnity Insurance:

- Particulars of our professional indemnity insurance are as follows:

We hold Professional Indemnity Insurance with QBE Insurance with cover of \$2,000,000.00 for any one event.

3. 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 \$100,000.00. Except in certain circumstances specified in the Lawyers & 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.

4. 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 **Nicola Patterson** or **Rochelle Stevens** who are Senior Partners in our firm.

They may be contacted as follows:

- by letter
- by email at nicola.patterson@nks.co.nz or rochelle.stevens@nks.co.nz
- by telephoning them at **(06) 757 5609**

The Law Society also maintains a complaints service and you are able to make a complaint to that service. To do so you should contact the Law Society as follows:

New Zealand Law Society Complaint Service
PO Box 150
Taranaki Mail Centre
NEW PLYMOUTH 4340
Phone: **0800 261 801**

5. **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 set out in our letter of engagement.

6. **Client Care and Service:**

The Law Society client care and service information is set out below.

Whatever legal services your lawyer is providing, he or she 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**

7. **Limitations on extent of our Obligations or Liability:**

Any limitations on the extent of our obligations to you or any limitation or exclusion of liability are set out in our letter of engagement.

8. **Financial/Tax Advice:**

We **do not** provide investment advice in respect to financial products, accounting or tax advice. We recommend you obtain appropriate advice from a suitably qualified Financial Adviser and/or Accountant in relation to financial products, accounting and tax matters.

Estate Matters Only:

Unless otherwise agreed between you and Nicholsons, you agree that we are authorised to engage Plus More (Taranaki) Limited (or such other suitably qualified accounting firm as determined by us) ("the Accountant") to assist with tax administration requirements in relation to the Estate. You agree that all accountancy fees and disbursements will be paid by the Estate and we are authorised to deduct such accountancy fees and disbursements from funds held on behalf of the Estate in our trust account.

You authorise Nicholsons and/or the Accountant appointed by us to apply for an IRD Number on behalf of the Estate if required.

You also authorise us to provide the Accountant with your identification and proof of address documentation in order for them to meet their AML/CFT obligations.

STANDARD TERMS OF ENGAGEMENT

These Standard Terms of Engagement ("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

- 1.1 The services which we are to provide for you are outlined in our engagement letter.

2 Financial

2.1 Fees:

- (a) The fees which we will charge or the manner in which they will be arrived at, are set out in our engagement letter.
- (b) If the engagement letter specifies a fixed fee, we will charge this for the agreed scope of our services. Work which falls outside that scope will be charged on an hourly rate basis. We will advise you as soon as reasonably practicable if it becomes necessary for us to provide services outside the agreed scope and if requested, give you an estimate of the likely amount of the further costs.
- (c) Where our fees are calculated on an hourly basis, the hourly rates are set out in our engagement letter. The differences in those rates reflect the experience and specialisation of our professional staff. Time spent is recorded in 6 minute units.

- 2.2 **Disbursements and expenses:** In providing services we may incur disbursements on your behalf (such as LINZ search fees, LINZ registration fees, court filing fees, AML search fees, travel and courier charges) which are reasonably necessary for us to provide services to you. We may also be required to make payments to third parties on your behalf which are reasonably required to undertake services to you (such as agency fees (for example, for AML and LINZ dealings), experts' costs, counsel's fees or accountancy fees) and you authorise us to make such payments on your behalf. We may require an advance payment for the disbursements or expenses that we will be incurring on your behalf. These disbursements and expenses will be included in our invoice to you, shown as "disbursements" when the expenses are incurred (or in advance when we know we will be incurring them on your behalf).

- 2.3 **Office expenses (administrative expenses):** In addition to disbursements, we charge a minimum fee of \$75.00 excluding GST to cover out of pocket costs which are not included in our fee and which are not recorded as disbursements. These include items such as photocopying, printing, postage and phone calls. Our fee for office expenses may increase if your matter requires us to incur additional costs for these items.

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

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

- 2.6 **Payment:** Invoices are payable upon your receipt of the invoice, unless alternative arrangements have been made with us. We may require interest to be paid on any amount which is more than 7 days overdue. Interest will be calculated at the rate of 15% per annum on the sum outstanding from the due date until the date payment is received full. Credit card payments may be made from a New Zealand credit card and will incur a surcharge of 1.85%.

- 2.7 **Default:** If you are in default and do not pay on time, you agree that costs may be added to your invoice to cover debt collection charges.

- 2.8 **Security:** We may ask you to pre-pay amounts to us, or to provide security for our fees and expenses. You authorise us:
- (a) to debit against amounts pre-paid by you; and
 - (b) 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.

- 2.9 **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.

3 Confidentiality

- 3.1 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*.
 - (c) as set out in clause 10 (Generative AI) below.
- 3.2 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.
- 3.3 We will of course, not disclose to you confidential information which we have in relation to any other client.
- 3.4 Where we act for you jointly with another party, you agree:
- (a) That you are aware of your right to obtain separate independent legal advice and you have decided not to take independent legal advice in respect of this matter;
 - (b) That this a limited retainer for your joint instructions, and we are only required to provide the legal services as set out in our engagement letter. Where we give you advice in relation to these joint instructions, we are only required to advise you to the extent that this meets your joint interests;
 - (c) That the information that we hold for you in relation to your file is held on a joint and several basis and we may release such file information to one or both of you;
 - (d) That we may rely on instructions from one of you where we are of the view that it is reasonable in the circumstances to do so, unless you notify us in writing beforehand that we must first obtain the written consent of both parties before acting on such instructions;
 - (e) If a conflict of interest arises in your joint matter, please refer to clause 6.1 below.

4 Termination

- 4.1 You may terminate our retainer at any time.
- 4.2 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*.
- 4.3 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

- 5.1 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 which we may do so at our discretion.

6 Conflicts of Interest

- 6.1 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

- 7.1 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

- 8.1 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 provided that you have submitted all Anti-Money Laundering and Countering Funding of Terrorism (AML/CFT), Foreign Account Tax Compliance Act (FATCA), Automatic Exchange of Information (AEOI), and Common Reporting Standard (CRS) information required by us and our bank. We may charge an administration fee of 7.0% of the gross interest derived.
- 8.2 For small balances less than \$20.00 held in our Trust Account following any engagement, due to the administration costs of dealing with such small balances, you agree and authorise us to pay any such small balance to WISE Charitable Trust, a charity that we support, unless you specifically direct us to pay these funds back to you. You waive any right to receive reporting on that donation over and above contacting you at your last known email address that we have for you. You further authorise us to batch and remit several small balances in a single donation.

9 Regulatory and Compliance Disclosures

- 9.1 In certain situations, we may be required by law to provide New Zealand or overseas authorities (including New Zealand or overseas tax or revenue authorities) with details of, or information about, funds that we are holding on your behalf. You hereby authorise us to collect, hold, use and disclose information as required for us to fulfil our regulatory obligations for conveyancing, AML/CFT, Prescribed Transaction Reporting (PTR), FATCA, AEOI, and CRS, or other regulatory purposes.

10 Use of Generative AI and Personal Information

- 10.1 We may use generative AI tools to support tasks like legal research, document review, and drafting, helping us deliver services more efficiently. We recognise AI's limitations and will always apply our own professional judgment to ensure its appropriate use.
- 10.2 We may share your personal information with trusted third-party providers, including AI technology providers, who help deliver our services. They may use this information to operate, improve, or support their services, meet legal requirements, or conduct research. Unless we notify you otherwise, they will not use your information to train AI models, advertise, or for unrelated commercial purposes.
- 10.3 Our providers may share your information with their partners (including overseas) for services like cloud storage or security—for example, with Microsoft via Azure OpenAI. They may also share information with affiliates, or as required by law, or in the case of a business sale or merger.

11 General

- 11.1 These Terms apply to any current engagement and also to any future engagement, whether or not we send you another copy of them.
- 11.2 We are entitled to change these Terms from time to time, in which case we will send you amended Terms.
- 11.3 Our relationship with you is governed by New Zealand law and New Zealand courts have non-exclusive jurisdiction.