

TERMS OF ENGAGEMENT

Introduction

These Terms of Engagement ("Terms") apply in respect of all legal and related services Loo & Koo ("we") carry out for our clients ("you"), except to the extent that we otherwise agree with you in writing.

These Terms apply subject to any additional or alternative terms which we may agree in writing with you. We have included certain information relating to the provision of our services as required by the *Law Society's Rules of Conduct and Client Care for Lawyers*.

Services

The services we are to provide for you are outlined in our "letter of engagement" or email attaching these Terms.

We perform our services in accordance with all applicable professional and legal obligations. We act with all due care and skill at all times.

We spend time to ensure that all matters and issues are understood and considered, and you are given the best possible advice. Failure to provide us with information may preclude us from providing service to you or limit the quality of the services provided.

Who We Can Accept Instructions From

Unless you tell us otherwise:

- If you are a company, we can accept instructions from any of your directors or employees, or another person you have authorised to instruct us;
- If you are a trust, we can accept instructions from any of your trustees;
- If you are a partnership, we can accept instructions from any of your partners;
- If you are a couple, we can accept instructions from either of you.

Verifying Your Identity and Provision of Personal Information

In some circumstances, we are required by law to verify your identity. You agree that you will provide us with all personal information that we may reasonably request of you, including place of residence, IRD number and/or Tax Identification Number (TIN).

Duty of Care

Our duty of care is to you and not to any other person. We must expressly agree in writing before any other person, including any person associated with you, may rely on our advice.

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 or email attaching these Terms. We may also involve other lawyers and legal assistants to ensure that you obtain the best advice in the most economical way.

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:

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

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*.

Fees

We will charge a fee which is fair and reasonable for the services provided. In calculating the fees, the following factors may be taken into account;

- The skill, specialised knowledge, and responsibility required.
- The importance of the matter to the client and the results achieved.
- The urgency and circumstances in which the matter is undertaken and any time limitations imposed, including ones imposed by you.
- The value or amount of any property or money involved.
- The complexity of the matter and the difficulty or novelty of the questions involved.
- The experience, reputation and ability of the members of our firm working on your matter.
- The number and importance of the documents prepared or perused.
- The time and labour expended at an hourly rate.
- The reasonable costs of running a practice.
- Any fee agreements, quotes or estimates given by us in relation to the particular instructions.
- The fee customarily charged in the market or locally for the work similar to yours.

We are able to provide estimates and report to you on progress against such estimates.

For some other cases where the scope of the service can be precisely defined, we may provide a fixed quote. Service 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.

Where our fees are calculated on an hourly basis, time is recorded in 6-minute units, with time rounded up to the next unit of 6 minutes.

Unless otherwise stated all fees are plus GST.

Disbursements and Office Service Fees

In providing services we may incur disbursements and make payments to third parties on your behalf. These disbursements include expenses such as agent's fee in respect of CDD and verification, court filing fees, barrister's fees, travel expenses, couriers, registration fees, fees for experts and others we may incur on your behalf. These will be included in our invoice to you when the expense is incurred.

An office service fee will also be charged to cover costs such as the costs for conducting client due diligence (CDD) in respect of you, toll calls, faxes, stationery, photocopying and printing,

We may require an advance payment for the disbursements or expenses which we will be incurring on your behalf.

We use Kool Services Limited for searching, registration and filing. The owners of Kool Services Limited are associated with the partners of the firm.

Payment

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.

Our invoices are payable on receipt unless alternative arrangements have been made with us. If an account is not paid, we may choose not to do any further work for you and retain custody of your file (subject to our legal obligations) until all accounts are paid in full. We may also require interest to be paid on any amount which is overdue. Interest will be calculated at the rate of 1.5% per calendar month on any amount outstanding. If the account remains unpaid and requires debt collection action, all costs relating to the action will be passed on to you. Should your outstanding account be referred to a collection agency, please be aware that in continuing to instruct us, you consent to the disclosure of your personal information to that collection agency. This disclosure is limited to your full name, date of birth, residential address, place of work and any other means to contact you that we have on file.

We may request the collection agency to "default load" the debt uploading and updating the debt information into a national credit bureau. This will ensure other creditors are aware of the debt and this may hinder you from receiving any further credit.

Credit Checks

We may carry out reasonable credit checks on you. You authorise anyone we contact to provide us with information we request as part of our credit enquiries.

You authorise us to provide information to credit agencies about any account you have failed to pay by the due date.

Security

We may ask you to pre-pay amounts to us, or to provide security for our fees and expenses. You authorise us:

- to debit against amounts pre-paid by 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.

If you are a company, you authorise us to recover fees and expenses against your directors.

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.

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.

Retention of files and documents

You authorise us (without further reference to you) to destroy or delete all files and documents for this matter (other than any documents that we specifically agree to 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. You acknowledge that we may charge a reasonable fee if you require us to retrieve your file from archived storage.

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 5% of the interest derived.

Client Care and Service

The Law Society's 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. We are also obliged to observe the provisions of the Anti-Money Laundering and Countering Financing of Terrorism legislation.

If you have any questions, please visit www.lawsociety.org.nz or call 0800 261 801.

Electronic Communications

We may communicate with you and others at times by electronic means. These communications can be subject to interference or interception or contain viruses or other defects. We do not accept responsibility for and will not be liable for any damage or loss caused in connection with, or as the

consequence of, the corruption of, or non-receipt of, an electronic communication.

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.

Lawyers' Fidelity Fund

The Law Society maintains the Lawyers' Fidelity Fund for the purpose 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 Lawyers and 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.

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:

- Arthur Loo, Partner
aloo@loo-koo.co.nz
(09) 529 3288
- Fui Loong Chan, Partner
flchan@loo-koo.co.nz
(09) 529 3283
- Bibiana Lee, Partner
blee@loo-koo.co.nz
(09) 529 3390

The Law Society operates the Lawyers 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.

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 or email attaching these Terms.

General

These 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 exclusive jurisdiction.